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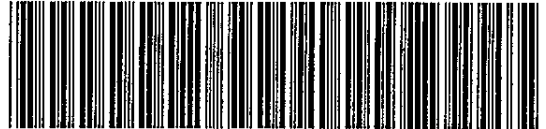
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Amended
Restated
10, 1/19/05

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ESTANCIA PALM SPRINGS HOMEOWNERS' ASSOCIATION, INC.
(Name of corporation)

DOCUMENT NUMBER: N030000002220 FILED MARCH 13, 2003

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

KELLEY COOMES

(Name of person)

KODSI LAW FIRM, P.A.

(Name of firm/company)

701 WEST CYPRESS CREEK ROAD, SUITE 303

(Address)

FORT LAUDERDALE, FLORIDA 33309

(City/state and zip code)

For further information concerning this matter, please call:

KELLEY COOMES

(Name of person)

at (954)

771-8277

(Area code & daytime telephone number)

Enclosed is a check for the following amount:



\$35.00 Filing Fee



\$43.75 Filing Fee &
Certificate of Status



\$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)



\$52.50 Filing Fee,
Certificate of Status &
Certified Copy
(Additional copy is
enclosed)

Mailing Address:

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

Street Address:

Amendment Section
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

January 7, 2005

KODSI LAW FIRM P.A.
% KELEY COOMES
701 WEST CYPRESS CREEK ROAD - SUITE 303
FORT LAUDERDALE, FL 33309

SUBJECT: ESTANCIA PALM SPRINGS HOMEOWNERS' ASSOCIATION, INC.
Ref. Number: N03000002220

We have received your document for ESTANCIA PALM SPRINGS HOMEOWNERS' ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

If there are MEMBERS ENTITLED TO VOTE on a proposed amendment, the document must contain: (1) the date of adoption of the amendment by the members and (2) a statement that the number of votes cast for the amendment was sufficient for approval.

If there are NO MEMBERS OR MEMBERS ENTITLED TO VOTE on a proposed amendment, the document must contain: (1) a statement that there are no members or members entitled to vote on the amendment and (2) the date of adoption of the amendment by the board of directors.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6964.

Irene Albritton
Document Specialist

Letter Number: 305A00001332

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TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
for
ESTANCIA PALM SPRINGS HOMEOWNERS' ASSOCIATION, INC.**

The Articles of Incorporation filed under document No. N03000002220 on March 13, 2003 with the Florida Secretary of State are hereby amended and restated in its entirety as set forth herein:

These Amended and Restated Articles of Incorporation were adopted by unanimous vote of the Board of Directors on December 27, 2004 and member approval was not required.

The undersigned Incorporator desiring to form a corporation not for profit pursuant to Chapter 617, Florida Statutes (2004), hereby adopts the following Articles of Incorporation:

**Article 1
NAME OF ASSOCIATION**

The name of the Association shall be ESTANCIA PALM SPRINGS HOMEOWNERS' ASSOCIATION, INC., which is hereinafter referred to as the "Association".

**Article 2
PURPOSE OF ASSOCIATION**

The Association is hereby incorporated to administer that certain Declaration of Covenants for Estancia Palm Springs (the "Declaration") and to preserve the amenities and values of The Property and to maintain the Common Areas for the benefit of the Members of the Association and to do all other acts as provided in the Declaration and as provided by law, which are not in conflict with the terms of the Declaration and these Articles. The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

**Article 3
DEFINITIONS**

All capitalized words or terms that are not defined in these Articles shall have the same meanings and definitions as set forth in the Declaration. The By-Laws of the Association shall be referred to as the "By-Laws".

**Article 4
PRINCIPAL PLACE OF BUSINESS**

The Association's initial principal place of business and mailing address shall be located at 701 W. Cypress Creek Road, Suite 301, Fort Lauderdale, Broward County, Florida 33309. The Board of Directors may change the Association's principal place of business and mailing address, from time to time, by filing the Association's new principal place of business and new mailing address with the Florida Department of State, Division of Corporations.

Article 5
POWERS OF ASSOCIATION

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

5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws.

5.2 Enumeration. The Association shall have all of the necessary to implement the purposes of the Association as set forth in the Declaration and to provide for the general health and welfare of the Members, including, but not limited to, the following:

- (a) To make and collect Assessments and other charges against Members as Lot Owners, whether or not such sums are due and payable to the 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.
- (c) To maintain, repair, replace, reconstruct, add to and operate The Property, and other property acquired or leased by the Association.
- (d) To purchase insurance upon The Property and insurance for the protection of the Association, its officers, directors and Lot Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of The Property and for the health, comfort, safety and welfare of the Lot Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Lots as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of The Property.
- (h) To contract for the management and maintenance of The Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas and Association property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (i) To employ personnel to perform the services required for the proper operation of The Property.
- (j) To execute all documents or consents, on behalf of all Lot Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, easements etc.), and in that regard, each Lot Owner, by acceptance of the deed to such Owners Lot, and each mortgagee of a Lot Owner by acceptance of a lien on said Lot, appoints and designates the President of the Association as such Lot Owners and mortgagees agent and attorney-in-fact to execute, any and all such documents or consents.

5.3 Association Property. All funds and the title to all properties acquired by the 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 By-Laws.

5.4 Distribution of Income; Dissolution. The 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 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).

5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, and the By-Laws, provided that in the event of conflict, the provisions of the Declaration shall control over those of these Articles and the By-Laws.

Article 6 MEMBERS OF ASSOCIATION

6.1 Membership. The Members of the Association shall consist of all of the record fee or undivided fee interest title owners of the Lots, however, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Such Persons or Entities shall automatically cease to be Members when they cease to be an Owner of a Lot. No Member shall have any authority to bind the Association in any way, for any purpose, merely by virtue of being a Member. No Member shall have any individual ownership right, title or interest in or to the Association's revenues and other property, except as an undivided interest in the Common Surplus. The rights and obligations of the Members shall be further defined and described in the Declaration and the By-Laws.

6.2 Assignment. 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 the Lot for which that share is held.

6.3 Voting. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 6.1 with

the exception of the Developer, as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify. Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 6.1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, subject only as provided in the following sentence, in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members are entitled to cast in the aggregate. The Class B membership shall cease and convert to a Class A membership upon the earlier of: (i) three months after ninety (90) percent of the Lots that will ultimately be operated by the Association have been conveyed to Members; or (ii) sooner at the election of the Developer whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association. Notwithstanding anything to the contrary herein, the Developer shall retain the right to appoint all of the directors to the Board of Directors of the Association until the termination of the Class B membership as set forth herein. Upon termination of the Class B membership, the Developer shall retain any voting rights Developer may have as a Class A Member. The Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots.

6.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

Article 7

BOARD OF DIRECTORS OF ASSOCIATION

7.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors determined in the manner provided by the By-Laws, consisting of no fewer than three (3) and no more than seven (7) Persons, appointed or elected in accordance with the Declaration and the By-Laws. The number of Directors may be changed, from time to time, in accordance with the By-Laws. Except for Directors appointed by the Developer, all Directors must be members of the Association.

7.2 Election. Except as otherwise provided herein and for the first Board of Directors and their Developer appointed replacements, Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

7.3 Term of Developers Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

7.4 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 By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Joseph Kodsi	1499 W. Palmetto Park Road, Suite 200 Boca Raton, Florida 33486
Isaac Kodsi	701 W. Cypress Creek Road, Suite 301 Ft. Lauderdale, Florida 33309
Olivier Bibas	701 W. Cypress Creek Road, Suite 301 Ft. Lauderdale, Florida 33309

Each of the three named Persons has consented to be an initial Director. Each Director shall hold office for the term to which he or she is elected or appointed and until such Director's successor has been elected or appointed and qualified in accordance with the procedures set forth in the Declaration and the By-Laws, or until such Director's earlier resignation, removal from office, or death.

Article 8 OFFICERS OF ASSOCIATION

The day-to-day operation of the Association shall be vested in four (4) executive officers, namely, the President, the Vice President, the Secretary, and the Treasurer, who shall be elected by the Board Directors in accordance with the By-Laws (collectively, the "Officers"). The Officers shall have the specific powers and authority to take such actions as may be enumerated in the By-Laws or as may be authorized in writing from time to time by the Directors. Upon receipt of the written request of an interested third party, the Secretary may issue a certificate stating the names of the current Officers as evidence of their authority to conduct the business and affairs of the Association and to enter into particular transactions on behalf of the Association. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Olivier Bibas	701 W. Cypress Creek Road, Suite 301 Ft. Lauderdale, Florida 33309
Vice-President:	Isaac Kodsi	701 W. Cypress Creek Road, Suite 301 Ft. Lauderdale, Florida 33309
Secretary/Treasurer:	Joseph Kodsi	1499 W. Palmetto Park Road, Suite 200 Boca Raton, Florida 33486

Article 9
INDEMNIFICATION OF DIRECTORS, OFFICERS & COMMITTEE MEMBERS

9.1 To the fullest extent permitted by the law of the State of Florida, the Association shall indemnify any Director, former Director, Officer, former Officer, member or former member of a duly appointed committee, against liability arising from any acts or omissions that occurred in the performance of their duties, provided that any such act or omission does not constitute gross negligence, reckless disregard for the safety of others, or a willful violation of applicable law. If the Association amends or repeals this Article, the Association shall continue to indemnify the identified Persons against any liability arising from acts or omissions that occurred prior to such amendment or repeal.

9.2 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Such insurance shall cover 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 this Article.

Article 10
AMENDMENT OF ARTICLES

10.1 The Board of Directors may propose amendments to these Articles by an affirmative vote of a majority of the Directors. The Members shall approve any amendment by the affirmative vote or the written consent, or any combination thereof, of Members who hold at least sixty-six percent (66.00%) of all of the Voting Interests. The Board, without the approval of the Members, may adopt any amendment to these Articles that is for the sole purpose of complying with the requirements of any Mortgagee or governmental or quasi-governmental body authorized to fund, insure or guarantee Mortgages that encumber one or more of the Lots, as such requirements may exist from time to time.

10.2 Notice. Notice shall be given in the time and manner provided in Chapter 617, Florida Statutes.

10.3 Limitation. No amendment shall be made which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. During the Developer Control Period, all amendments shall require the written consent of Developer. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

Article 11
TERM OF EXISTENCE

The Association shall have perpetual existence, provided that if the Association is dissolved,

its assets shall be conveyed to another association or public agency having a similar purpose.

Article 12 BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. The By-Laws may be altered, amended or rescinded by the Directors and Members in the manner provided in the By-Laws and the Declaration.

Article 13 SURFACE WATER MANAGEMENT SYSTEM

The Association hereby accepts responsibility for the operation and maintenance of the surface water management system ("SWMS") described in the permit issued by the South Florida Water Management District ("SFWMD"). The SWMS is owned by the Association. The Association is responsible for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the SWMS. Any amendment to these documents which would affect the SWMS, conservation areas or water management portions of the common areas will be submitted to the District for a determination of whether the amendment necessitates a modification of the SFWMD permit. If a modification is necessary, the District will so advise the permittee. The rules and regulations concerning the SWMS shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter. If wetland mitigation or monitoring is required the Association shall be responsible to carry out this obligation. It shall be the Association's responsibility to complete the task successfully, including meeting all (permit) conditions associated with wetland mitigation, maintenance and monitoring. The Association agrees to file an amendment to these Articles to incorporate the SFWMD Permit once said permit is issued. Copies of the permit and any future SFWMD permit actions shall be maintained by the Association's Registered Agent for the Association's benefit. The District has the right to take enforcement action, including a civil action for an injunction and penalties against the association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Association. In the event the project which results in the creation of the Association is a phased project or has independent associations, the following powers and duties are agreed: The (Master) Association has the power to accept into the Association subsequent phases, that will utilize the same SWMS; or (a) The independent associations will have the right to utilize the permitted SWMS; (b) the Declaration shall provide that independent associations have particular maintenance responsibilities; (c) Cross easements for drainage, and ingress and egress for maintenance copies of which are attached, shall be granted to all independent associations utilizing the SWMS. Any golf course owner/operator, if applicable, is a member of the Association and the Declaration shall reflect this relationship.

Article 14 INITIAL REGISTERED OFFICE & INITIAL REGISTERED AGENT

The Association hereby designates 701 W. Cypress Creek Road, Suite 301, Fort Lauderdale, Florida 33309, as its initial registered office, and hereby further designates Olivier Bibas as its initial registered agent at such address upon whom all notices and services of process may be served, and which when served, shall constitute proper notice to or service upon the Association. The Board of

Directors may change the Association's registered office and registered agent, from time to time, by filing the address of the new registered office and the name of the new registered agent with the Florida Department of State, Division of Corporations. The appointment of a new registered agent shall revoke this or any subsequent appointment of a registered agent.

**Article 15
INCORPORATOR**

The name and address of the incorporator is:

Olivier Bibas

701 W. Cypress Creek Road, Suite 301
Ft. Lauderdale, Florida 33309

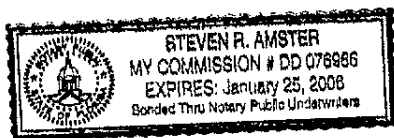
In Witness Whereof, the undersigned Incorporator has executed these Amended and Restated Articles of Incorporation this 27th day of December, 2004.


Olivier Bibas

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Amended and Restated Articles of Incorporation were acknowledged before me this 27th day of August, 2004 by Olivier Bibas, who is personally known to me or ~~who has produced his Florida driver license as identification.~~

My commission expires:




Notary Public, State of Florida

Registered Agent's Acceptance of Appointment

Having been named as the Association's initial registered agent pursuant to Article 15 of the Articles of Incorporation to accept service of process on behalf of the Association at the registered address identified therein and confirmed below, I hereby execute this certificate as evidence of my acceptance of the Association's appointment of me as its registered agent pursuant to Sections 617.0202(1)(f) and 617.0501, Florida Statutes (2004). I agree to comply with the requirements of the Florida Statutes relating to the proper and complete performance of my duties as registered agent, and I acknowledge that I am familiar with and hereby accept the obligations of my position as registered agent as provided in Sections 617.0501, 617.0502, 617.0503 and 617.0504, Florida Statutes (2004).



Registered Agent - Olivier Bibas

Dated this 27th day of December, 2004