

N10591

(Requestor's Name)

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(City/State/Zip/Phone #)

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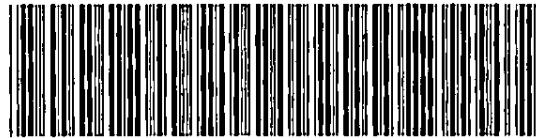
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Merger

04/12/21

De

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Southwinds at Boca Pointe Homeowners 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:

Marielle Westerman, Esq.

(Contact Person)

Westerman Law, PLLC

(Firm/Company)

970 Lake Carillon Dr., Ste. 300

(Address)

St. Petersburg, FL 33716

(City/State and Zip Code)

For further information concerning this matter, please call:

Marielle Westerman

(Name of Contact Person)

At (813) 830-8996

(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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 5, 2021

MARIELLE WESTERMAN, ESQ.
970 LAKE CARILLON DR.
SUITE 300
ST. PETERSBURG, FL 33716

SUBJECT: SOUTHWINDS AT BOCA POINTE HOMEOWNERS'
ASSOCIATION, INC.
Ref. Number: N10591

We have received your document and check(s) totaling \$105.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The current name of the entity is as referenced above. Please correct your document accordingly.

PLEASE GIVE THE COMPLETE NAME OF EACH CORPORATION IN THE ARTICLES OF MERGER. THE AMENDED AND RESTATED ARTICLES SHOULD ONLY APPLY TO THE SURVIVING CORPORATION.

The document submitted does not meet legibility requirements for electronic filing. Please do not attempt to refax this document until the quality has been improved.

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) 245-6050.

Darlene Connell
Regulatory Specialist II Supervisor

Letter Number: 821A00004707



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 3, 2021

MARIELLE WESTERMAN, ESQ.
970 LAKE CARILLON DR.
STE 300
ST. PETERSBURG, FL 33716

SUBJECT: SOUTHWINDS AT BOCA POINTE HOMEOWNERS'
ASSOCIATION, INC.
Ref. Number: N10591

We have received your document and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Amendments for nonprofit corporations are filed in compliance with section 617.1006, Florida Statutes. Please see the attached information.

Please file the document as either Articles of Amendment or Restated Articles of Incorporation pursuant to applicable Florida Statutes.

The current name of the entity is as referenced above. Please correct your document accordingly.

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) 245-6050.

Querida R Moore
Regulatory Specialist II

Letter Number: 021A00004605

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Southwinds at Boca Pointe Homeowners 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:

Marielle Westerman, Esq.

(Contact Person)

Westerman Law, PLLC

(Firm/Company)

970 Lake Carillon Dr., Ste. 300

(Address)

St. Petersburg, FL 33716

(City/State and Zip Code)

For further information concerning this matter, please call:

Marielle Westerman

(Name of Contact Person)

At (727) 290-2520

(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

ARTICLES OF MERGER

(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Southwinds at Boca Pointe Homeowners Association, Inc.	Florida	N10591

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Southwinds at Boca Pointe Condominium Association One, Inc.	Florida	N10593
Southwinds at Boca Pointe Condominium Two, Inc.	Florida	N11229
_____	_____	_____
_____	_____	_____
_____	_____	_____

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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on January 5, 2021.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
71 FOR 1 AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on January 5, 2021. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 36 FOR 0 AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on January 5, 2021.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
71 FOR 1 AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on January 5, 2021. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 35 FOR 1 AGAINST

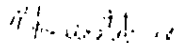
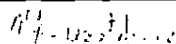
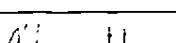
SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of the chairman/ vice chairman of the board or an officer.</u>	<u>Typed or Printed Name of Individual & Title</u>
Southwinds at Boca Pointe Homeowners Association, Inc.		Mark Guasteferro
Southwinds at Boca Pointe Condominium Association One, Inc.		Mark Guasteferro
Southwinds at Boca Pointe Condominium Two, Inc.		Mark Guasteferro

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
Southwinds at Boca Pointe Homeowners Association, Inc.	Florida

The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
Southwinds at Boca Pointe Condominium Association One, Inc.	Florida
Southwinds at Boca Pointe Condominium Two, Inc.	Florida

The terms and conditions of the merger are as follows:

See attached Articles of Merger and Plan of Merger

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

See attached Articles of Merger and Plan of Merger

Other provisions relating to the merger are as follows:

See attached Articles of Merger and Plan of Merger

**PLAN OF MERGER
OF SOUTHWINDS AT BOCA POINTE CONDOMINIUM ASSOCIATION ONE, INC.,
AND
SOUTHWINDS AT BOCA POINTE CONDOMINIUM TWO, INC.
INTO
SOUTHWINDS AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC.**

This Plan of Merger is between SOUTHWINDS AT BOCA POINTE CONDOMINIUM ASSOCIATION ONE, INC., AND SOUTHWINDS AT BOCA POINTE CONDOMINIUM TWO, INC. (the "Merged Corporations") and SOUTHWINDS AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC. (the "Surviving Corporation").

THEREFORE, BE IT RESOLVED that pursuant to Section 617.1101 to 617.1103, Florida Statutes (2020), the following plan of merger is hereby adopted.

A. The Merged Corporations are not-for-profit condominium association corporations organized and existing under the laws of the State of Florida with their principal offices at 9050 Pines Blvd, Suite 480, Pembroke Pines, Florida 33024.

B. The Surviving Corporation is a not-for-profit homeowner's association corporation organized and existing under the laws of the State of Florida, with its principal office at 9050 Pines Blvd, Suite 480, Pembroke Pines, Florida 33024.

C. SOUTHWINDS AT BOCA POINTE CONDOMINIUM ASSOCIATION ONE, INC. is the corporate entity responsible for the operation and management of SOUTHWINDS AT BOCA POINTE CONDOMINIUM ONE, a Condominium, as more particularly described in the Declaration of Condominium recorded in Official Records Book 4635, Page 708 et seq., of the Public Records of Palm Beach County, Florida.

D. SOUTHWINDS AT BOCA POINTE CONDOMINIUM TWO, INC. is the corporate entity responsible for the operation and management of SOUTHWINDS AT BOCA POINTE CONDOMINIUM TWO, a Condominium, as more particularly described in the Declaration of Condominium recorded in Official Records Book 4676, Pages 1903 et seq., of the Public Records of Palm Beach County, Florida.

E. SOUTHWINDS AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC. is the corporate entity responsible for the operation and management of SOUTHWINDS AT BOCA POINTE HOMEOWNERS ASSOCIATION, as more particularly described in the Declaration of Covenants and Restrictions recorded in Official Records Book 4635, Pages 679 et seq., of the Public Records of Palm Beach County, Florida.

F. The Boards of Directors of the Merged Corporations and the Surviving Corporation have agreed that it is in their mutual best interests that the Merged Corporations be merged into the Surviving Corporation pursuant to the provisions of the Florida Not For Profit Corporation Act, in order to streamline operations, reduce administrative costs and delays and obtain a uniform

management of the residential community currently managed by the Merged Corporations and the Surviving Corporation.

NAMES OF MERGING AND SURVIVING CORPORATIONS

SOUTHWINDS AT BOCA POINTE CONDOMINIUM ASSOCIATION ONE, INC., AND SOUTHWINDS AT BOCA POINTE CONDOMINIUM TWO, INC., the corporations proposing to merge, merges into SOUTHWINDS AT BOCA POINTE HOMEOWNERS ASSOCIATION, INC., which is the Surviving Corporation and will be renamed SOUTHWINDS AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC.

TERMS AND CONDITIONS OF PROPOSED MERGER

1. The Effective Date of the merger is the date the Articles of Merger are delivered to the Department of State.

2. The Boards of Directors of the Merging Corporations and the Surviving Corporation will submit this Plan of Merger to a vote at a meeting of their members at a special meeting on January 5, 2020.

3. On the Effective Date, the separate existence of the Merged Corporations ceases and the Surviving Corporation succeeds to all of the powers, rights, causes of action, choses in action, duties, assets and liabilities privileges and property of the Merged Corporations, including, but not limited to, those under the Declaration of Condominium for Southwinds at Boca Pointe Condominium One, a Condominium, as recorded in Official Records Book 4635, Page 708 et seq., of the Public Records of Palm Beach County, Florida, and all exhibits attached thereto, all of which are incorporated herein by reference, as all may have been and may be amended from time to time, and the Declaration of Condominium for Southwinds at Boca Pointe Condominium Two, a Condominium, as recorded in Official Records Book 4676, Pages 1903 et seq., of the Public Records of Palm Beach County, Florida, without the requirement of any additional documents of transfer. Upon the effective date of the merger, the Surviving Corporation shall continue in existence and without further transfer succeed to and possess all the rights, privileges and purposes of the Merging Corporations and all of the property, real and personal, including causes of action, and every other asset of the Merging Corporations shall vest in the Surviving Corporation without further act or deed, and the Surviving Corporation without further act or deed, shall be liable for all the liabilities, obligations, and penalties of the Merging Corporations. No liability or obligation due or to become due, claim or demand for any cause existing against the corporations, or any member, officer, director or employee thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against the corporations, or any member, officer, director or employee thereof shall abate or be discontinued by such merger but may be enforced, prosecuted, defended, settled or compromised as if such merger had not occurred, or the Surviving Corporation may be substituted in any action or proceeding in place of the Merging Corporations.

If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to best perfect or confirm of record in

the Surviving Corporation the title of any property or rights of the Merging Corporations or otherwise to carry out the provisions thereof, the proper officers and directors of the Merging Corporations, as of the effective date of the merger, shall execute and deliver any and all proper deeds, assignments and assurances in law and do all things necessary or proper to best perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the provisions thereof.

4. The adoption of this plan of merger shall not be construed as a consolidation of the condominiums operated by the Merging or Surviving Corporations. The Surviving Corporation shall operate as a multi-condominium association, which requires that the assets of the Merging Corporations be separately accounted for after the merger. Funds of the Merging Corporation shall become titled in the Surviving Corporation as a result of the merger shall be used only for the benefit of the condominium for which said funds had accrued. By way of example, but not limitation, all reserve funds of the Merging Corporations shall be maintained solely for the benefit of the condominium for which the reserves had been collected prior to the merger. Operating funds shall likewise be accounted for through separate fund accounting principles applicable to multi-condominiums, as pertains to payment of common expenses of the condominium. Upon the Effective Date of the merger, each membership in the Merging Corporations, shall be and become converted into a membership in the Surviving Corporation. Each member of the Merging Corporations shall be entitled to the same rights s/he would enjoy if s/he held membership in the Surviving Corporation, and as set forth in the Condominiums' Documents. Pursuant to Section 617.1101(2)(d), Florida Statutes (2020), memberships of the Merging Corporations shall be converted to memberships in the Surviving Corporation. No other conversion of obligations or securities will occur as a result of the merger. The funds of the Merging Corporations shall be held by the Surviving Corporation and accounted for pursuant to the requirements for the operation of a multi-condominium association. Provisions regarding the allocation of common expenses of the condominiums and common expenses of the association are set for in the Declaration of Condominium and the Bylaws of the Surviving Corporation.

5. The Officers and Directors of the respective corporations will take the actions necessary to prepare, execute and file Articles of Merger with the Florida Department of State.

6. The Board of Directors of the Surviving Corporation, as of the effective date of the merger shall be seated as follows: The Board of Directors of the Merging Corporations shall each appoint, in writing, one of their members (i.e. a member of its Board) to serve as an Initial Director for the Surviving Corporation until the 2021 Annual Meeting. The five members of Board of Directors for the Surviving Corporation shall continue to serve their remaining terms. The initial seven (7) member Board shall promptly hold an organizational meeting and elect officers, as contemplated in connection with this Plan of Merger. At the 2021 Annual Meeting, Board Members shall be elected in accordance with the Amended and Restated Bylaws for the Surviving Corporation.

CHANGES IN ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The Amended and Restated Articles of Incorporation of the Surviving Corporation are attached hereto as Exhibit "A."

SOUTHWINDS AT BOCA POINTE
CONDOMINIUM ASSOCIATION ONE,
INC.

BY: M. R. Restrepo
President

Date: January 5 2021

SOUTHWINDS AT BOCA POINTE
CONDOMINIUM TWO, INC.

BY: M. R. Restrepo
President

Date: January 5 2021

SOUTHWINDS AT BOCA POINTE
HOMEOWNERS ASSOCIATION, INC.

BY: M. R. Restrepo
President

Date: January 5 2021

**CERTIFICATE OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
SOUTHWINDS AT BOCA POINT HOMEOWNERS
ASSOCIATION, INC.**

The undersigned officers of Southwinds at Boca Pointe Homeowners Association, Inc. ("Association"), the corporation in charge of the operation and control of Boca Pointe Homeowners Association, according to the Declaration of Covenants and Restrictions of Boca Pointe Homeowners Association, Inc. ("Declaration"), thereof as recorded in Official Records Book 4635, Page 679 et seq., of the Public Records of Palm Beach County, Florida, hereby certify that the following attached Amended and Restated Articles of Incorporation were proposed and approved by at least 2/3rds of the members of the Association, at a membership meeting held on January 5, 2021. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium association documentation and applicable law.

IN WITNESS WHEREOF, Southwinds at Boca Pointe Homeowners Association, Inc., has caused this Certificate to be executed in its name on this 6 day of January, 2021.

Witness

By: Tajre Korecky
(name, typed or printed)

Southwinds at Boca Pointe Homeowners Association,

Inc.

By: [Signature]
Signature

Witness

Signature: [Signature]

Mark Guastaferra
President (name, typed or printed)

Witness

By: Cindy Cipolla
(name, typed or printed)

ATTEST:

By: Barbara Miller
Signature

Witness

Signature: [Signature]

Barbara Miller
Secretary (name, typed or printed)

STATE OF FLORIDA

COUNTY OF PALM BEACH

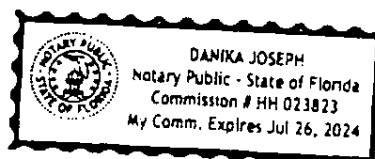
Sworn to or affirmed and subscribed before me by means of a physical presence or ☐ online notarization, this 6 day of January, 2021, by Mark Guastaferra (name of person making statement).

☐ Personally Known
☒ Produced Identification

[Signature]
(Signature of Notary Public - State of Florida)

FL Drivers License
Type of Identification Produced

Danika Joseph
(Print, Type, or Stamp Commissioned Name of Notary Public)



**CERTIFICATE OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
SOUTHWINDS AT BOCA POINT CONDOMINIUM
TWO, INC.**

The undersigned officers of Southwinds at Boca Pointe Condominium Two, Inc. ("Association"), the corporation in charge of the operation and control of Boca Pointe Condominium Two, according to the Declaration of Condominium of Boca Pointe Condominium Two, Inc. ("Declaration"), thereof as recorded in Official Records Book 4676, Page 1903 et seq., of the Public Records of Palm Beach County, Florida, hereby certify that the following attached Amended and Restated Articles of Incorporation were proposed and approved by at least 75% of the members of the Association, at a membership meeting held on January 5, 2021. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium association documentation and applicable law.

IN WITNESS WHEREOF, Southwinds at Boca Pointe Condominium Two, Inc., has caused this Certificate to be executed in its name on this 6 day of January, 2021.

Witness
By: Taylre Korecky
(name, typed or printed)

Southwinds at Boca Pointe Condominium Two, Inc.
By: [Signature]
Signature

Witness
Signature: [Signature]

Mark Guasteferro
President (name, typed or printed)

Witness
By: Cindy Cipolla
(name, typed or printed)

ATTEST
By: Barbara Miller
Signature

Witness
Signature: [Signature]

Barbara Miller
Secretary (name, typed or printed)

STATE OF FLORIDA
COUNTY OF PALM BEACH

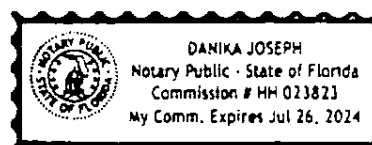
Sworn to or affirmed and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 6 day of January, 2021, by Mark Guasteferro (name of person making statement).

☒ Personally Known
☐ Produced Identification

[Signature]
(Signature of Notary Public - State of Florida)

FL Drivers License
Type of Identification Produced

Danika Joseph
(Print, Type, or Stamp Commissioned Name of Notary Public)



**CERTIFICATE OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
SOUTHWINDS AT BOCA POINT CONDOMINIUM
ASSOCIATION ONE, INC.**

The undersigned officers of Southwinds at Boca Pointe Condominium Association One, Inc. ("Association"), the corporation in charge of the operation and control of Southwinds at Boca Pointe Condominium Association One, according to the Declaration of Condominium of Southwinds at Boca Pointe Condominium Association One, Inc. ("Declaration"), thereof as recorded in Official Records Book 4635, Page 708 et seq., of the Public Records of Palm Beach County, Florida, hereby certify that the following attached Amended and Restated Articles of Incorporation were proposed and approved by at least 75% of the total members of the Association, at a membership meeting held on January 5, 2021. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium association documentation and applicable law.

IN WITNESS WHEREOF, Southwinds at Boca Pointe Condominium Association One, Inc., has caused this Certificate to be executed in its name on this 6 day of January, 2021.

Witness

By: Taylor Korecky
(name, typed or printed)

Southwinds at Boca Pointe Condominium Association
One, Inc.
By: [Signature]
Signature

Witness
Signature:

[Signature]

Mark Guastaferra
President (name, typed or printed)

Witness

By: Cindy Cipolla
(name, typed or printed)

ATTEST
By: Barbara Miller
Signature

Witness
Signature:

[Signature]

Barbara Miller
Secretary (name, typed or printed)

STATE OF FLORIDA
COUNTY OF PALM BEACH

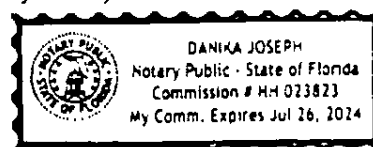
Sworn to or affirmed and subscribed before me by means of a physical presence or ☐ online notarization, this 6 day of January, 2021, by Mark Guastaferra (name of person making statement).

☒ Personally Known
☐ Produced Identification

[Signature]
(Signature of Notary Public- State of Florida)

FL Drivers License
Type of Identification Produced

Danika Joseph
(Print, Type, or Stamp Commissioned Name of Notary Public)



**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

SOUTHWINDS AT BOCA POINTE CONDOMINIUM ASSOCIATION, INC.

These are the Amended and Restated Articles of Incorporation of Southwinds at Boca Pointe Condominium Association, Inc. (formerly known as Southwinds at Boca Pointe Homeowners Association, Inc.), as successor by merger to Southwinds at Boca Pointe Condominium Association One, Inc. and Southwinds at Boca Pointe Condominium Two, Inc.

1. NAME. The name of the corporation is Southwinds at Boca Pointe Condominium Association, Inc. For convenience, the corporation is referred to in this instrument as the "Association," the Declaration of Condominium as "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

2. PURPOSE. The purpose for which the Association is organized is to provide an entity for the operation of those certain Condominiums located in Palm Beach County, Florida, and known as Southwinds at Boca Pointe Condominium Association One, Inc. and Southwinds at Boca Pointe Condominium Two, Inc. (the "Condominiums") as well as the Common Areas of the Association.

3. DEFINITIONS. The terms used in these Articles has the same definitions and meaning as those set forth in the Declaration and Chapters 718 and 720, Florida Statutes, unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Association include the following:

4.1 General. The Association has all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Declaration, these Articles or of Chapters 718 and 720, Florida Statutes.

4.2 Enumeration. The Association has all the powers set forth in Chapters 617, 718 and 720, Florida Statutes except as limited by the Declaration, these Articles, and the Bylaws (all as amended from time to time), and all of the powers reasonably necessary to operate the Condominium and Common Areas including but not limited to the following:

4.2.1 To make and collect Assessments and other Charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Association and the operation of the Common Areas and Condominiums.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Common Areas, Condominium Property and other property acquired or leased by the Association.

4.2.4 To purchase insurance upon the Common Areas and Condominium Property and insurance for the protection of the Association, its Officers, Directors, Committee members, and Members as Unit Owners.

4.2.5 To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Areas, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

4.2.6 To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Units as may be provided by the Declaration.

4.2.7 To enforce by legal means the provisions of Chapters 718 and 720, Florida Statutes, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

4.2.8 To contract for the management of the Common Areas and Condominiums and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific, non-delegable approval of the Board or the membership of the Association.

4.2.9 To employ personnel to perform the services required for proper operation of the Common Areas and Condominiums.

4.2.10 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, special assessments, income or rights.

4.3 Common Areas and Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit of the Members in accordance with the provisions of Chapters 718 and 720, Florida Statutes, the Declaration, these Articles and the Bylaws.

4.4 Distribution of Income. The Association shall make no distribution of income to its Members, Directors or Officers. This provision shall not apply to the distribution of insurance proceeds as provided in the Declaration, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declaration and the Chapters 718 and 720, Florida Statutes, nor reimbursement for expenses as may be authorized by the Board.

4.5 Limitation. The powers of the Association are subject to and shall be exercised in

accordance with the provisions of the Declaration, these Articles, the Bylaws and Chapters 718 and 720, Florida Statutes.

5. MEMBERS. The Members of the Association consist of all of the record Owners of Units in the Condominiums, and after termination of the Condominium(s) shall consist of those who were Members at the time of the termination and their successors and assigns. If transfer of a Unit has occurred without approval of the Association, and if in contravention of the provisions of the Declaration, the Association need not recognize a record Owner as the "Member," unless the Association chooses to ratify or waive its objection to the transfer of title.

5.1 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, pledged or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.2 Voting. All votes shall be exercised or cast in the manner provided by the Declaration of Condominium, the Homeowners' Covenants and By-Laws.

5.3 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. TERM OF EXISTENCE. The Association has perpetual existence.

7. OFFICERS. The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. BOARD OF DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors.

8.2 Duties and Powers. All of the duties and powers of the Association existing under Chapters 718 and 720, Florida Statutes, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of the Board, as provided in the Bylaws, subject only to approval by Members when such approval is specifically required.

8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

9. BYLAWS. The Bylaws of the corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

10.3 Notice. Written notice setting forth the proposed amendment or a summary of the changes shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least two-thirds (2/3rds) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or by the written agreement of at least two-thirds (2/3rds) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Condominium Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market or any Federal or State law, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Palm Beach County Public Records according to law and filed with the Secretary of State according to law.

10.6 Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration. Whenever Chapters 718 and 720, Florida Statutes, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and Chapters 718 and 720, Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements or Common Areas appurtenant to it, or increase the Owner's

proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

11. INDEMNIFICATION.

11.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board approves such settlement as being in the best interest of the Association.

11.2 Defense. To the extent that a Director, Officer, or Committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 11.1, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee member and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 Insurance. The Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, 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 duty to indemnify him against such liability under the provisions of this Article.