# 740806

(Requestor's Name)						
(Address)						
(Address)						
(City/State/Zip/Phone #)						
PICK-UP WAIT MAIL						
(Business Entity Name)						
(Document Number)						
Certified Copies Certificates of Status						
Special Instructions to Filing Officer:						

Office Use Only



400436455514

09/16/24--01018--015 \*\*35.00

TÄLLAHASSEE, FLORI

2024 SEP 16 PM 4: 06

FILED

# AMENDED AND RESTATED ARTICLES OF INCORPORATION

2024 SEP 16 PM 4: 06

# ROYAL POINT MANOR WEST CONDOMINIUM ASSOCIATION INC. STATE STATE FLORIDA

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to the Florida Statutes and certify as follows:

#### ARTICLE 1

#### **NAME AND DEFINITIONS**

The name of the corporation shall be ROYAL POINT MANOR WEST CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

# ARTICLE II PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Florida Statute 718.111 for the operation of ROYAL MANOR WEST, a Condominium, located upon the following lands in Palm Beach County:

Lot 2, Block 1, according to the Plat of Meridian Park, City of Palm Beach Gardens, Florida, as recorded in Plat Book 28, at Page 51, in and for the records of Palm Beach County, Florida, together with a portion of Lot 1, Block 1, being more particularly described as follows:

Beginning at the Southwest Corner of Lot 1, Block 1, aforesaid, said point being on the Northerly Right- of-Way line of Garden East Drive; thence North 26°48'11" East along the West line of said Lot 1 (the West line of said Lot 1 is assumed to bear North 26°48'11" East and all other bearings are relative thereto) a distance of 150.0 feet to a point lying on a curve concave to the Southwest, having a radius of 537.17 feet and a central angle of 3°04'44"; thence Easterly and Southerly along the arc of said curve a distance of 28.87 feet to a point; thence Southwesterly on a radial bearing of South 29°52'55" West a distance of 150.0 feet to a point in a curve concentric to the preceding described curve, having a radius of 387.17 feet, and a central angle of 3°04'44", said point being on the Northerly Right-of-Way line of Garden East Drive; thence Northerly and Westerly along the arc of said curve a distance of 20.81 feet to the Point of Beginning.

#### ARTICLE III

#### **POWERS**

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

- A. <u>General</u>. The Association shall have 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 terms of these Articles.
- B. <u>Enumeration</u>. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:
- 1. To make and collect assessments against members as unit owners to defray the costs, expenses, and losses of the condominium.
- 2. To use the proceeds of assessments and charges in the exercise of its powers and duties.
- 3. To buy and lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.
- 4. To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners,
- 5. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- 6. To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.
- 7. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium.
- 8. To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of units as may be provided by the Declaration of the Condominium and the Bylaws.
- 9. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association, and the Regulations for the use of the property in the condominium.
- 10. To contract for the management of the condominium and to delegate to the contractor all powers and duties of the Association except those that are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association

- 11. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose.
- 12. To employ personnel to perform the services required for proper operation of the condominium.
- C. <u>Purchase of Units</u>. The Association shall not have the power to purchase a unit of the condominium except at sales in foreclosure of Liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.
- D. <u>Condominium Property</u>. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws.
- E. <u>Distribution of Income</u>. The Association shall make no distribution of income to its members, directors, or officers.
- F. <u>Limitation</u>. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

#### ARTICLE IV

#### **MEMBERS**

- A. <u>Membership</u>. The members of the Association shall consist of all of the record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.
- B. <u>Evidence</u>. After approval of the transfer, or of the ownership, of a unit in the manner required by the Declaration of Condominium, change of membership in the Association shall be established by (a) recording in the Public Records of Palm Beach County, Florida, a certificate of the Association stating the approval required by the Declaration, (b) recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and fc) delivery to the Association of copies of the recorded instruments. The owner receiving title of the unit by those instruments will be a member of the Association and the membership of the prior owner will be terminated.
- C. <u>Assignment</u>. 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 unit for which that share is held.
- D. <u>Voting</u>. A member of the Association shall be entitled to at Least one vote for each unit owned by him. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

### ARTICLE V DIRECTORS

- A. <u>Number and Qualification</u>. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors shall be members or spouses of members.
- B. <u>Duties and Powers</u>. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by members when that is specifically required.
- C. <u>Election; Removal</u>. 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 of directors shall be filled in the manner provided by the Bylaws.

### ARTICLE VI 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 directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors.

### ARTICLE VII INDEMNIFICATION

Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the board of directors approves the settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

## ARTICLE VIII

#### **BYLAWS**

The first Bylaws of the Association were adopted by the board of directors and may be altered, amended, or rescinded by the directors and members in the manner provided by the Bylaws.

# ARTICLE IX AMENDMENTS

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

- A. <u>Notice</u>. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- B. <u>Adoption</u>. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approval must be either:
- 1. by not less than 75 percent of the entire membership of the board of directors and by not less than 75 percent of the votes of the entire membership of the Association; or
- 2. by not less than 80 percent of the votes of the entire membership of the Association.
- C. <u>Limitation</u>. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in Paragraphs C through F of Article III, entitled "Powers," without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.
- D. <u>Recording</u>. A copy of each amendment shall be filed with the Secretary of State and be recorded in the Public Records of Palm Beach County, Florida.

#### ARTICLE X

#### **TERM**

The term of the Association Shall be perpetual.

	IN WITNESS WHEREOF, the undersigned Secretary this 14 day of Avgwt,	l has caus , 2024.	ed these t	o be signe	d by its	President and its
/	WITNESSES:	Royal Associa	Point tion, Inc.	Manor	West	Condominium
	Witness #1 Signature		) · Ferre			pid
	Witness #1 Printed Name	Address	13/11 - 20-16	in east	dr #	evy, President 9 PBC, FL 33410
	Witness #1 Address falm Bach Garage	Date:_ <u>{</u>	114/24			
	1/3340					
2	the entires	BY:	ζαλος	130	kenz	<u> </u>
	Witness #2 Signature	Address	Kace	7B +	enc F	Secretary
	Witness #2 Printed Name		1 /	- <del></del>	<del></del>	E136, 132410
	Witness #2 Address pray British Chans,	Date:	8/14/.	<u> </u>		SSEE.F
	STATE OF FLORIDA COUNTY OF DALL BULL					PM 4: 06  E. FLORIDA
	The foregoing instrument was acknowledged before this 1414 day of 1200 57 2024, by 1400 West Condominium Association, Inc., a Florida Corknown to me or 12 has produced 1500 identification.	タッノ・ルドス poration, or	ユモルリ n behalf of	as Pro the corporat	sident of ion. He/Si	Royal Point Manor
		<u></u>	, ree	Luci		
	My commission expires: 10/15/2007	Notary Pul Printed Na	1014-0	<u>~ ).</u>	mics.	JOHN M DAVIS  Notary Public - State of Florida  Commission # HH 424731
	COUNTY OF Die Breet				}	My Comm. Expires Oct 15, 2027
	The foregoing instrument was acknowledged before this 1979 day of Action 2024, by Most Condominium Association, Inc., a Florida Corpknown to me or has produced for identification.	ىر ختر سەم. poration, on	ckn, behalf of	as Se	cretary of on, He/Sl	Royal Point Manor ne is □ personally
	My commission expires: 10/15/2007	Notary Puh Printed Na	DOMA	e fur	1 <u>7</u> )200)	<del></del>

Exhibit C 6 of 6

