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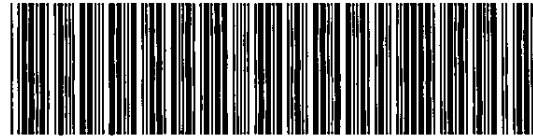
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*Amey Restated*  
APR 14 2015  
T. LEMIEUX

**BECKER &  
POLIAKOFF**

**Kenneth S. Direktor, Esq.**  
Shareholder  
Phone: (561) 820-2880 Fax: (561) 832-8987  
kdirektor@bplegal.com

**Bank of America Centre**  
625 N. Flagler Drive, 7th Floor  
West Palm Beach, Florida 33401

April 2, 2014

CORPORATE RECORDS BUREAU  
DIVISION OF CORPORATIONS  
Department of State  
P.O. Box 6327  
Tallahassee, FL 32301

**RE: Forest Grove POA, Inc.**

Dear Sir/Madam:

Enclosed herein please find an **original** and **one copy** of Amended and Restated Articles of Incorporation for **Forest Grove POA, Inc.**, as well as a check in the amount of **\$43.75** to cover the cost of filing same and return of a stamped copy to my attention.

Thank you for your attention to this matter.

Very truly yours,



**Kenneth S. Direktor**  
For the Firm

KSD/ebd  
Enclosures

ACTIVE: 5612696\_1

[www.bplegal.com](http://www.bplegal.com)

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION FOR  
FOREST GROVE POA, INC.**

The undersigned officers of **Forest Grove POA, Inc.** do hereby certify that the following Amended and Restated Articles of Incorporation of said corporation are a true and correct copy of the Amended and Restated Articles of Incorporation, as amended pursuant to Article X of the Articles of Incorporation, by the membership at a duly called and noticed meeting of the members held January 22, 2014. The Amended and Restated Articles of Incorporation were adopted by the members and the number of votes cast was sufficient for approval.

**SEE ATTACHED**

WITNESS my signature hereto this 12 day of March, 2014,  
at Boynton Beach, Palm Beach County, Florida.

**FOREST GROVE POA, INC.**

  
Witness KEVIN QUINN

BY: William Arranson (SEAL)  
President

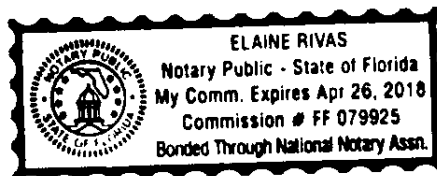
  
Witness KAREN E. FLACK

ATTEST: George Kibben (SEAL)  
Secretary

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 12 day of March 2014, by William Arranson and George Kibben, as President and Secretary, respectively, of Forest Grove POA, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Elaine Rivas (Signature)  
Elaine Rivas (Print Name)  
Notary Public, State of Florida at Large



**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF FOREST GROVE POA, INC.**

(a corporation not for profit)

**ARTICLE I**

**Name**

The name of this corporation is FOREST GROVE POA, INC. (the "Association").

**ARTICLE II**

**Purposes**

The general nature, objects and purposes of the Association are:

- A) To promote the health, safety and social welfare of the owners of property within that area described in Exhibit A hereto, which area will hereinafter be referred to as "Forest Grove".
- B) To hold title to the Common Areas of Forest Grove.
- C) To maintain and/or repair landscaping, structures and other improvements located within in the Common Areas, parks, sidewalks , access paths, streets of Forest Grove. The obligation to maintain and repair such areas has been delegated and accepted.
- D) To control, subject to the provisions of the Declaration of Maintenance Covenants of Forest Grove Patio Homes at Indian Spring (the "Declaration") and the Restrictions for Indian Spring, the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Forest Grove as well as the alteration, improvement, addition or change thereto.
- E) To insure compliance with the Master Plan under the Planned Unit Development Ordinance of Palm Beach County, Florida, applicable to Forest Grove.
- F) To purchase, acquire, replace, improve, maintain and repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety, and social welfare of the members of the Association, as the Board of Directors in its sole discretion determines necessary, appropriate.
- G) To operate without profit for the sole and exclusive benefit of its members.

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H) To administer and manage portions of Forest Grove in accordance with the provisions of the Declaration of Maintenance Covenants of Forest Grove, the Declaration of Maintenance Covenants of Indian Spring, the Restrictive Covenant and the Restrictions for Indian Spring, and to enforce the provisions of such documents.

### **ARTICLE III**

#### **General Powers**

The general powers that the Association shall have are as follows:

A) To accept and hold funds and title to the Common Areas solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.

B) To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized and in particular to enforce the provisions of the Declaration of Maintenance Covenants for Forest Grove and of the Declaration of Maintenance Covenants of Indian Spring and the Restrictions for Indian Spring.

C) To delegate power or powers where such is deemed in the interest of the Association.

D) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration, the By-Laws of the Association and these Articles of Incorporation, to the extent permitted by the laws of the State of Florida.

E) To contract for or coordinate private security, fire protection, insurance and other services, provided that the Association is under no obligation to provide security or fire protection for the Lots or for the Owners and the family members, guests and invitees.

F) To make and collect Assessments to be levied against Property to defray expenses, costs of effectuating the objects and purposes of the Association and losses of the properties owned by it, to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with associations or other property owners' groups for the collection of such assessments.

G) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

H) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

I) To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

J) To transfer to an independent property manager such of its duties, powers and obligations as may be necessary or desirable.

K) To enforce, by legal means, any and all covenants, regulations, restrictions, agreements, assessments and laws applicable to Forest Grove according to the Declaration and the Rules and Regulations.

L) In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

## **ARTICLE IV**

### **Members**

#### **Section 1. Members**

All record owners of Lots in Forest Grove are Members of the Association by reason of such ownership, and no further action is required for ownership. There will be only one class of membership in Forest Grove and it shall include only record owners of Lots in Forest Grove.

#### **Section 2. One Vote Per Member.**

Subject to the restrictions and limitations set forth in the Declaration, including the Association's right to suspend an Owner's voting rights, each Member shall have one vote for each Lot which the Member owns.

## **ARTICLE V**

### **Board of Directors**

#### **Section 1. Board of Directors as Association's Governing Body.**

The affairs of the Association shall be governed by a Board of Directors consisting of seven (7) members. Only Members and their spouse are eligible to serve on the Board of Directors.

## **ARTICLE VI**

### **Officers**

The affairs of the Association shall be administered by such officers as are provide for in the By-Laws.

## **ARTICLE VII**

### **Corporate Existence**

The Association shall have perpetual existence.

## **ARTICLE VIII**

### **Amendment to Articles of Incorporation**

These Articles of Incorporation may be altered, amended or repealed by resolution of the Board of Directors.

## **ARTICLE IX**

### **Indemnification**

#### **Section 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 any 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 any liability incurred in connection with such proceeding.

(C) The foregoing indemnity shall also include, without limitation, costs and attorney's 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.

**Section 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.

**Section 3.** Exclusions. 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.

**Section 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 or on behalf of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification pursuant to law.

**Section 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.

**Section 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 X**

### **Definitions**

All terms used herein which are defined in the Declaration shall be used herein with the same meanings as defined in said Declaration.

## **ARTICLE XI**

### **Subscribers**

The names and addresses of the subscribers are as follows:



<u>NAME</u>	<u>ADDRESS</u>
Marshall B. Wood, Jr.	5 <sup>th</sup> Floor Comeau Building 319 Clematis Street West Palm Beach, Florida 33401
John C. Schneider	5 <sup>th</sup> Floor Comeau Building 319 Clematis Street West Palm Beach, Florida 33401
Steven J. Vann	5 <sup>th</sup> Floor Comeau Building 319 Clematis Street West Palm Beach, Florida 33401

#### **ARTICLE XII**

##### **INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT**

The registered agent of this Corporation shall be Becker & Poliakoff, P.A., 625 North Flagler Drive 7<sup>th</sup> Floor, West Palm Beach, Florida 33401.