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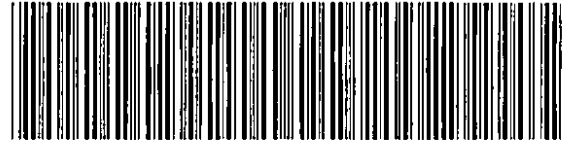
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MICHAEL S. BENDER, B.C.S.\* ♦  
JEFFREY A. REMBAUM, B.C.S.\* ♦

ANDREW B. BLACK, B.C.S.\*  
DANIELLE M. BRENNAN, B.C.S.\*  
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♦ FLORIDA SUPREME COURT  
CERTIFIED MEDIATOR

♦ BOARD CERTIFIED SPECIALIST  
CONDOMINIUM AND PLANNING  
DEVELOPMENT L.

♦ BOARD CERTIFIED SPECIALIST  
IN CONSTRUCTION L.

June 9, 2023

**VIA FEDERAL EXPRESS DELIVERY**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**RE: The Landfall Condominium Association, Inc.;**  
**Amended and Restated Articles of Incorporation**

To Whom it May Concern:

Enclosed please find an original Certificate of Filing Amended and Restated Articles of Incorporation for The Landfall Condominium Association, Inc. along with a copy of same to have stamped and returned to us after filing. Also enclosed is a check in the amount of \$35.00 made payable to the Secretary of State to cover the cost of filing same.

Please feel free to contact our office if you have any questions or concerns. Thank you.

Warmest Personal Regards,

KAYE BENDER REMBAUM, P.L.

  
Jeffrey A. Rembaum, Esq.  
For the Firm

**BROWARD County:**  
1200 PARK CENTRAL BLVD, SOUTH  
POMPANO BEACH, FL 33064  
TEL: 954.928.0680 FAX 954.772.0319

**ORANGE County:**  
UNIVERSITY CORPORATE CENTER II  
11486 CORPORATE BLVD, SUITE 150  
ORLANDO, FL 32817

**HILLSBOROUGH County:**  
1211 N. WESTSHORE BLVD, SUITE 409  
TAMPA, FL 33607  
TEL: 813.875.0731 FAX 813.252.3057

2020  
SECRET  
TALLAHASSEE

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
THE LANDFALL CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I  
DEFINITIONS**

Unless otherwise defined herein, all initially capitalized terms used herein shall have the same definitions and meaning as those set forth in the Amended and Restated Declaration of Condominium of The Landfall, A Condominium, as may be amended from time to time (the "Declaration"), to which these Amended and Restated Articles of Incorporation of The Landfall Condominium Association, Inc. are attached as Exhibit E, as may be amended from time to time (these "Articles").

**ARTICLE II  
NAME AND ADDRESS**

The name of the corporation is THE LANDFALL CONDOMINIUM ASSOCIATION, INC. and its duration shall be perpetual. The Association is organized as a corporation not for profit under Chapter 617, Florida Statutes, and is a condominium association under Chapter 718, Florida Statutes. The principal address of the Association shall be 19850 Beach Road, Tequesta, Florida 33469, or at such other principal address as may from time to time be designated by the Board. The mailing address of the Association shall be care of Accounting Department, Inc., 185 East Indiantown Road, Suite 127, Jupiter, Florida 33477, or at such other mailing address as may from time to time be designated by the Board.

**ARTICLE III  
PURPOSE**

The Association is organized for the purpose of operating, governing, administering, and managing the property and affairs of the condominium located in Palm Beach County, Florida, known as THE LANDFALL, A CONDOMINIUM; to exercise all powers and discharge all responsibilities granted to under the laws of the State of Florida, including, without limitation, the Florida Not For Profit Corporation Act and the Condominium Act, and the Condominium Documents; and to acquire, hold, convey, and otherwise deal in and with real and personal property in the Association's capacity as a condominium association.

**ARTICLE IV  
POWERS**

Without limitation, the powers of the Association shall include and be governed by the following provisions:



4.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a not for profit corporation which are not in conflict with the terms of the Condominium Documents, including those powers under and pursuant to the Florida Not For Profit Corporation Act and the Condominium Act. In the event of any conflict between the provisions of the Florida Not For Profit Corporation Act and the Condominium Act, the provisions of the Condominium Act shall apply. The Association shall also have all the powers set forth in the Condominium Documents. In the event of any conflict between these Articles and the By-Laws, these Articles shall control; and in the event of any conflict between these Articles and the Declaration, the Declaration shall control.

4.2 Necessary Powers. The Association shall also have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

A. To operate, manage, maintain, repair, and replace the Condominium Property in accordance the Declaration, including, without limitation, to reconstruct Improvements upon the Condominium Property after casualty and to further improve the Condominium Property;

B. To make and collect Assessments against Unit Owners and the Units to defray the Common Expenses and for all other purposes as provided for in the Declaration and to use the proceeds of Assessments in the exercise of its powers and duties;

C. To make, amend, and rescind reasonable rules and regulations governing the use and appearance of the Condominium Property;

D. To pay all taxes and other assessments which are liens against the Common Elements or other property owned by the Association.

E. To enforce by legal means the provisions of the Condominium Documents;

F. To contract with a third-party for the management and maintenance of the Condominium Property and to delegate to such management agent the Association's powers and duties, except as are specifically required by the Condominium Documents or by law to have the approval of the Board or the Unit Owners.

G. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired;

H. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members, pursuant to the provisions of the Declaration.

I. To purchase, acquire, mortgage, operate, sell, lease, manage, and otherwise trade and deal with property, whether real or personal, including, without limitation, Units, which may be necessary or convenient for the operation and management of the Condominium Property and in accomplishing the purpose of the Association.

J. To borrow money on behalf of the Association, execute promissory notes and other evidences of indebtedness, and give as security therefor mortgages and security interests in Assessments and/or property owned by the Association.

K. To approve or disapprove the leasing, transferring, mortgaging, ownership, or possession of Units, pursuant to the provisions of the Declaration.

L. To employ and dismiss personnel and professionals to perform the services required for proper operation of the Condominium Property and the Association.

M. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of purposes and powers of the Association under the Condominium Documents and the Condominium Act.

N. To possess, enjoy, and exercise all powers necessary to implement, enforce, and carry into effect the powers above described.

4.3 Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the members, directors, or officers of the Association. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to such member's unit.

4.4 Limitations. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

## ARTICLE V MEMBERSHIP

5.1 Qualifications for Membership. All Unit Owners who have been approved by the Association shall automatically be members of the Association, and their membership shall automatically terminate when they are no longer Unit Owners. If a member should transfer such member's unit under the provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Condominium Unit merely as security for the performance of an obligation. Membership certificates are not required and may not be issued.

5.2 Voting. Each Unit is entitled to one (1) vote. No vote shall be divisible. If a Unit is owned by an entity or more than one (1) individual, the Unit Owners thereof shall designate a voting member for the unit(s) which they own, as set forth in the By-Laws.

5.3 General Matters. When reference is made in the Condominium Documents to a majority or specific percentage of Unit Owners or members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of the members and not of the Unit Owners or the members themselves.

## ARTICLE VI BOARD OF DIRECTORS

The affairs and property of the Association shall be managed and governed by the Board composed of not less than three (3) nor more than nine (9) directors as determined, from time to time, in accordance with the By-Laws. All directors shall be members of the Association and shall be elected by the Unit Owners at the annual meeting of the member in the manner set out in the By-Laws. Directors shall be elected to serve two (2) year staggered terms. Directors may be removed and vacancies shall be filled in the manner set forth in the By-Laws. All of the duties and powers of the Association shall be exercised exclusively by the Board, its agents, contractors, or employees, subject only to approval by the Unit Owners when it is specifically required.

## ARTICLE VII OFFICERS

Subject to the direction of the Board, the affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer, and such other officers as the Board may designate from time to time as it shall deem desirable. The officers shall be members of the Association and shall serve at the pleasure of the Board. All officers shall be elected and removed by the Board in accordance with the By-Laws. The President shall be elected from among the Board; provided, however, no other officer need be a director. The office, name, and address of each officer who shall serve until his/her successor is designated by the Board are as follows:

PRESIDENT	Charles DiCroce	c/o Accounting Department, Inc. 185 East Indiantown Road, Suite 127 Jupiter, Florida 33477
VICE PRESIDENT	Frank Lattal	c/o Accounting Department, Inc. 185 East Indiantown Road, Suite 127 Jupiter, Florida 33477
SECRETARY	Kevin Ryan	c/o Accounting Department, Inc. 185 East Indiantown Road, Suite 127 Jupiter, Florida 33477

TREASURER

Carlos Tejada

c/o Accounting Department, Inc.  
185 East Indiantown Road, Suite 127  
Jupiter, Florida 33477

ARTICLE VIII  
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance in the performance of his/her duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board approves such settlement and reimbursement as being in the interests of the Association. Such approval shall be made by a majority vote of a quorum consisting of directors who were not parties to such proceedings. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE IX  
INCORPORATOR

The name and address of the incorporator of the Association is:

PAUL W.A. COURTNELL, JR., ESQ.

First National Bank Building  
Palm Beach, Florida 33480

ARTICLE X  
AMENDMENTS

These Articles may be amended upon the approval of not less than two-thirds (2/3) of the voting interests of the Association. The approval of the Unit Owners of a proposed amendment may be obtained by written consent in lieu of a membership meeting pursuant to the relevant provisions of the Florida Not For Profit Corporation Act. The amendment shall be effective when a certificate, executed with the formalities of a deed, certifying that the amendment was duly adopted as an amendment of these Articles, and copy of the amendment are filed with the Office of the Secretary of State and recorded among the Official Records of Palm Beach County, Florida.

ARTICLE XI  
REGISTERED AGENT AND REGISTERED OFFICE

The name and address of the registered agent of the Association shall be who shall serve until his/her successor is properly appointed by the Board shall be Kaye Bender Rembaum, P.L., 1200 Park Central Boulevard South, Pompano Beach, Florida 33064. The Association shall have the right to designate subsequent registered agents without amending these Articles.

**IN WITNESS WHEREOF**, these Amended and Restated Articles of Incorporation of The Landfall Condominium Association, Inc. were executed in Palm Beach County, Florida this 5<sup>th</sup> day of May, 2023.

Signed, sealed, and delivered  
in the presence of:

**ASSOCIATION**

**THE LANDFALL CONDOMINIUM  
ASSOCIATION, INC.**  
a Florida not for profit corporation

Print Name: DANIELLE BRENNAN

By: [Signature]  
Charles DiCroce, its President

Print Name: Trisha Ruiz

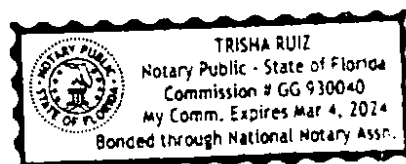
STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF PALM BEACH )

The foregoing Amended and Restated Articles of Incorporation of The Landfall Condominium Association, Inc. were acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 5<sup>th</sup> day of May, 2023, by Charles DiCroce, as President of The Landfall Condominium Association, Inc., who ☐ is personally known to me or ☒ produced FLDLH D362-140-5023-C as identification and did not take an oath.

[Signature]  
Notary Public, State of Florida

Trisha Ruiz  
Print Name of Notary Public

My Commission Expires:





**ACCEPTANCE BY REGISTERED AGENT**

Having been named to accept service of process for THE LANDFALL CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, at the place designated in these Amended and Restated Articles of Incorporation of The Landfall Condominium Association, Inc., the undersigned hereby agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

Dated this 5<sup>th</sup> day of June, 2023.

KAYE BENDER REMBAUM, P.L.

By: 

\_\_\_\_\_  
Jeffrey Rembaum, Member  
(Registered Agent)

This instrument was prepared by:  
**JEFFREY REMBAUM, ESQUIRE**  
Kaye Bender Rembaum, P.L.  
9121 N. Military Trail, Suite 200  
Palm Beach Gardens, FL 33410

**CERTIFICATE OF FILING  
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
THE LANDFALL CONDOMINIUM ASSOCIATION, INC.**

---

**WHEREAS**, The Landfall Condominium Association, Inc. (the "Association") is a Florida not for profit corporation formed pursuant to the Articles of Incorporation of The Landfall Condominium Association, Inc., filed July 5, 1983, Document Number 769243 (the "Articles"); and

**WHEREAS**, pursuant to Article X of the Articles, the Articles may be amended as provided in Chapter 617, Florida Statutes; and

**WHEREAS**, the Articles do not provide that members are entitled to vote on a proposed amendment to the Articles; therefore, members are not entitled to vote on a proposed amendment; and

**WHEREAS**, pursuant to section 617.1002(1)(b), Florida Statutes, an amendment may be adopted at a meeting of the Association's Board of Directors (the "Board") by a majority vote of the directors then in office; and

**WHEREAS**, on February 14, 2023, at a properly noticed meeting of the Board, the Board approved the Amended and Restated Articles of Incorporation of The Landfall Condominium Association, Inc. (the "Amended and Restated Articles"), attached hereto and incorporated as if fully set forth herein as Exhibit "A".

**NOW, THEREFORE**, the undersigned hereby certify that the following Amended and Restated Articles are a true and correct copy of the Amended and Restated Articles approved by the Board.

**SEE ATTACHED EXHIBIT "A"  
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
THE LANDFALL CONDOMINIUM ASSOCIATION, INC.**

.....

*[Signature and Notary Page to Follow]*

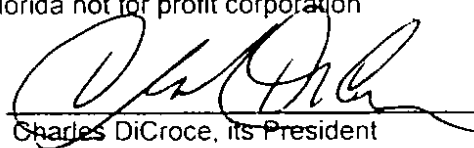
IN WITNESS WHEREFORE, this Certificate of Filing has been signed by the Association on the date set forth below.

Signed, Sealed and Delivered  
in the presence of:


THE LANDFALL CONDOMINIUM  
ASSOCIATION, INC.,  
a Florida not for profit corporation



Print Name: DANIELLE BRENNAN

By:   
Charles DiCroce, its President

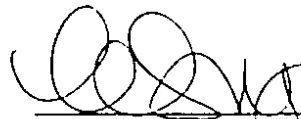
Date: 6-5-2023



Print Name: Trisha Ruiz

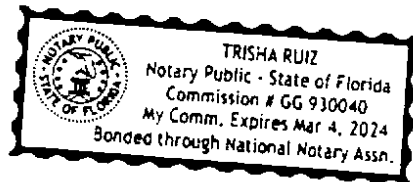
STATE OF FLORIDA       )  
  ) ss:  
COUNTY OF PALM BEACH   )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2023, by Charles DiCroce as President of The Landfall Condominium Association, Inc., a Florida not for profit corporation, who is personally known to me or produced FL DL# 0362140-50-213-C as identification and did not take an oath.

  
Notary Public, State of Florida

Trisha Ruiz  
Print Name of Notary Public

My Commission Expires:



10

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
THE LANDFALL CONDOMINIUM ASSOCIATION, INC.

ARTICLE I  
DEFINITIONS

Unless otherwise defined herein, all initially capitalized terms used herein shall have the same definitions and meaning as those set forth in the Amended and Restated Declaration of Condominium of The Landfall, A Condominium, as may be amended from time to time (the "Declaration"), to which these Amended and Restated Articles of Incorporation of The Landfall Condominium Association, Inc. are attached as Exhibit E, as may be amended from time to time (these "Articles").

ARTICLE II  
NAME AND ADDRESS

The name of the corporation is THE LANDFALL CONDOMINIUM ASSOCIATION, INC. and its duration shall be perpetual. The Association is organized as a corporation not for profit under Chapter 617, Florida Statutes, and is a condominium association under Chapter 718, Florida Statutes. The principal address of the Association shall be 19850 Beach Road, Tequesta, Florida 33469, or at such other principal address as may from time to time be designated by the Board. The mailing address of the Association shall be care of Accounting Department, Inc., 185 East Indiantown Road, Suite 127, Jupiter, Florida 33477, or at such other mailing address as may from time to time be designated by the Board.

ARTICLE III  
PURPOSE

The Association is organized for the purpose of operating, governing, administering, and managing the property and affairs of the condominium located in Palm Beach County, Florida, known as THE LANDFALL, A CONDOMINIUM; to exercise all powers and discharge all responsibilities granted to under the laws of the State of Florida, including, without limitation, the Florida Not For Profit Corporation Act and the Condominium Act, and the Condominium Documents; and to acquire, hold, convey, and otherwise deal in and with real and personal property in the Association's capacity as a condominium association.

ARTICLE IV  
POWERS

Without limitation, the powers of the Association shall include and be governed by the following provisions:



4.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a not for profit corporation which are not in conflict with the terms of the Condominium Documents, including those powers under and pursuant to the Florida Not For Profit Corporation Act and the Condominium Act. In the event of any conflict between the provisions of the Florida Not For Profit Corporation Act and the Condominium Act, the provisions of the Condominium Act shall apply. The Association shall also have all the powers set forth in the Condominium Documents. In the event of any conflict between these Articles and the By-Laws, these Articles shall control; and in the event of any conflict between these Articles and the Declaration, the Declaration shall control.

4.2 Necessary Powers. The Association shall also have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

A. To operate, manage, maintain, repair, and replace the Condominium Property in accordance the Declaration, including, without limitation, to reconstruct Improvements upon the Condominium Property after casualty and to further improve the Condominium Property;

B. To make and collect Assessments against Unit Owners and the Units to defray the Common Expenses and for all other purposes as provided for in the Declaration and to use the proceeds of Assessments in the exercise of its powers and duties;

C. To make, amend, and rescind reasonable rules and regulations governing the use and appearance of the Condominium Property;

D. To pay all taxes and other assessments which are liens against the Common Elements or other property owned by the Association.

E. To enforce by legal means the provisions of the Condominium Documents;

F. To contract with a third-party for the management and maintenance of the Condominium Property and to delegate to such management agent the Association's powers and duties, except as are specifically required by the Condominium Documents or by law to have the approval of the Board or the Unit Owners.

G. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired;

H. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members, pursuant to the provisions of the Declaration.

I. To purchase, acquire, mortgage, operate, sell, lease, manage, and otherwise trade and deal with property, whether real or personal, including, without limitation, Units, which may be necessary or convenient for the operation and management of the Condominium Property and in accomplishing the purpose of the Association.

J. To borrow money on behalf of the Association, execute promissory notes and other evidences of indebtedness, and give as security therefor mortgages and security interests in Assessments and/or property owned by the Association.

K. To approve or disapprove the leasing, transferring, mortgaging, ownership, or possession of Units, pursuant to the provisions of the Declaration.

L. To employ and dismiss personnel and professionals to perform the services required for proper operation of the Condominium Property and the Association.

M. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of purposes and powers of the Association under the Condominium Documents and the Condominium Act.

N. To possess, enjoy, and exercise all powers necessary to implement, enforce, and carry into effect the powers above described.

4.3 Funds and Title to Properties. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Declaration. No part of the income, if any, of the Association shall be distributed to the members, directors, or officers of the Association. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to such member's unit.

4.4 Limitations. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

## ARTICLE V MEMBERSHIP

5.1 Qualifications for Membership. All Unit Owners who have been approved by the Association shall automatically be members of the Association, and their membership shall automatically terminate when they are no longer Unit Owners. If a member should transfer such member's unit under the provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. The foregoing is not intended to include persons or entities who hold an interest in a Condominium Unit merely as security for the performance of an obligation. Membership certificates are not required and may not be issued.

5.2 Voting. Each Unit is entitled to one (1) vote. No vote shall be divisible. If a Unit is owned by an entity or more than one (1) individual, the Unit Owners thereof shall designate a voting member for the unit(s) which they own, as set forth in the By-Laws.

5.3 General Matters. When reference is made in the Condominium Documents to a majority or specific percentage of Unit Owners or members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of the members and not of the Unit Owners or the members themselves.

## ARTICLE VI BOARD OF DIRECTORS

The affairs and property of the Association shall be managed and governed by the Board composed of not less than three (3) nor more than nine (9) directors as determined, from time to time, in accordance with the By-Laws. All directors shall be members of the Association and shall be elected by the Unit Owners at the annual meeting of the member in the manner set out in the By-Laws. Directors shall be elected to serve two (2) year staggered terms. Directors may be removed and vacancies shall be filled in the manner set forth in the By-Laws. All of the duties and powers of the Association shall be exercised exclusively by the Board, its agents, contractors, or employees, subject only to approval by the Unit Owners when it is specifically required.

## ARTICLE VII OFFICERS

Subject to the direction of the Board, the affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer, and such other officers as the Board may designate from time to time as it shall deem desirable. The officers shall be members of the Association and shall serve at the pleasure of the Board. All officers shall be elected and removed by the Board in accordance with the By-Laws. The President shall be elected from among the Board; provided, however, no other officer need be a director. The office, name, and address of each officer who shall serve until his/her successor is designated by the Board are as follows:

PRESIDENT	Charles DiCroce	c/o Accounting Department, Inc. 185 East Indiantown Road, Suite 127 Jupiter, Florida 33477
VICE PRESIDENT	Frank Lattal	c/o Accounting Department, Inc. 185 East Indiantown Road, Suite 127 Jupiter, Florida 33477
SECRETARY	Kevin Ryan	c/o Accounting Department, Inc. 185 East Indiantown Road, Suite 127 Jupiter, Florida 33477

TREASURER

Carlos Tejada

c/o Accounting Department, Inc.  
185 East Indiantown Road, Suite 127  
Jupiter, Florida 33477

ARTICLE VIII  
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance in the performance of his/her duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board approves such settlement and reimbursement as being in the interests of the Association. Such approval shall be made by a majority vote of a quorum consisting of directors who were not parties to such proceedings. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE IX  
INCORPORATOR

The name and address of the incorporator of the Association is:

PAUL W.A. COURTNELL, JR., ESQ.

First National Bank Building  
Palm Beach, Florida 33480

ARTICLE X  
AMENDMENTS

These Articles may be amended upon the approval of not less than two-thirds (2/3) of the voting interests of the Association. The approval of the Unit Owners of a proposed amendment may be obtained by written consent in lieu of a membership meeting pursuant to the relevant provisions of the Florida Not For Profit Corporation Act. The amendment shall be effective when a certificate, executed with the formalities of a deed, certifying that the amendment was duly adopted as an amendment of these Articles, and copy of the amendment are filed with the Office of the Secretary of State and recorded among the Official Records of Palm Beach County, Florida.



ARTICLE XI  
REGISTERED AGENT AND REGISTERED OFFICE

The name and address of the registered agent of the Association shall be who shall serve until his/her successor is properly appointed by the Board shall be Kaye Bender Rembaum, P.L., 1200 Park Central Boulevard South, Pompano Beach, Florida 33064. The Association shall have the right to designate subsequent registered agents without amending these Articles.

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation of The Landfall Condominium Association, Inc. were executed in Palm Beach County, Florida this 5<sup>th</sup> day of May, 2023.

Signed, sealed, and delivered  
in the presence of:

ASSOCIATION

THE LANDFALL CONDOMINIUM  
ASSOCIATION, INC.

a Florida not for profit corporation

By:

Charles DiCroce, its President

Print Name: DANIELLE BRENNAN

Trisha Ruiz

Print Name: Trisha Ruiz

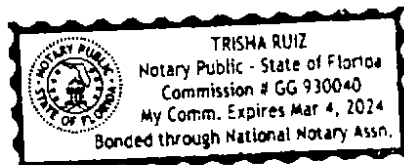
STATE OF FLORIDA       )  
  ) ss:  
COUNTY OF PALM BEACH )

The foregoing Amended and Restated Articles of Incorporation of The Landfall Condominium Association, Inc. were acknowledged before me by means of ☒ physical appearance or ☐ online notarization, this 5<sup>th</sup> day of May, 2023, by Charles DiCroce, as President of The Landfall Condominium Association, Inc., who ☐ is personally known to me or ☒ produced FLDL# D262-140-50230 as identification and did not take an oath.

Trisha Ruiz  
Notary Public, State of Florida

Trisha Ruiz  
Print Name of Notary Public

My Commission Expires:



**ACCEPTANCE BY REGISTERED AGENT**

Having been named to accept service of process for THE LANDFALL CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, at the place designated in these Amended and Restated Articles of Incorporation of The Landfall Condominium Association, Inc., the undersigned hereby agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

Dated this 5<sup>th</sup> day of June, 2023.

KAYE BENDER REMBAUM, P.L.

By: 

\_\_\_\_\_  
Jeffrey Rembaum, Member  
(Registered Agent)

This instrument was prepared by:  
**JEFFREY REMBAUM, ESQUIRE**  
Kaye Bender Rembaum, P.L.  
9121 N. Military Trail, Suite 200  
Palm Beach Gardens, FL 33410

**CERTIFICATE OF FILING  
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
THE LANDFALL CONDOMINIUM ASSOCIATION, INC.**

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**WHEREAS**, The Landfall Condominium Association, Inc. (the "Association") is a Florida not for profit corporation formed pursuant to the Articles of Incorporation of The Landfall Condominium Association, Inc., filed July 5, 1983, Document Number 769243 (the "Articles"); and

**WHEREAS**, pursuant to Article X of the Articles, the Articles may be amended as provided in Chapter 617, Florida Statutes; and

**WHEREAS**, the Articles do not provide that members are entitled to vote on a proposed amendment to the Articles; therefore, members are not entitled to vote on a proposed amendment; and

**WHEREAS**, pursuant to section 617.1002(1)(b), Florida Statutes, an amendment may be adopted at a meeting of the Association's Board of Directors (the "Board") by a majority vote of the directors then in office; and

**WHEREAS**, on February 14, 2023, at a properly noticed meeting of the Board, the Board approved the Amended and Restated Articles of Incorporation of The Landfall Condominium Association, Inc. (the "Amended and Restated Articles"), attached hereto and incorporated as if fully set forth herein as Exhibit "A".

**NOW, THEREFORE**, the undersigned hereby certify that the following Amended and Restated Articles are a true and correct copy of the Amended and Restated Articles approved by the Board.

**SEE ATTACHED EXHIBIT "A"  
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
THE LANDFALL CONDOMINIUM ASSOCIATION, INC.**

.....  
*[Signature and Notary Page to Follow]*

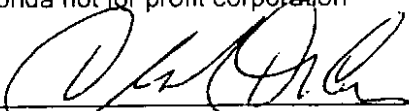
IN WITNESS WHEREFORE, this Certificate of Filing has been signed by the Association on the date set forth below.

Signed, Sealed and Delivered  
in the presence of:


THE LANDFALL CONDOMINIUM  
ASSOCIATION, INC.,  
a Florida not for profit corporation



Print Name: DANIEL L. BRENNAN

By:   
Charles DiCroce, its President

Date: 6-5-2023

  
Print Name: TRISHA RUIZ

STATE OF FLORIDA           )  
  ) ss:  
COUNTY OF PALM BEACH   )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2023, by Charles DiCroce as President of The Landfall Condominium Association, Inc., a Florida not for profit corporation, who is personally known to me or produced FL DL# D3623 140 50 313 0 as identification and did not take an oath.

  
Notary Public, State of Florida

Trisha Ruiz  
Print Name of Notary Public

My Commission Expires:

