

NO60000057809

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

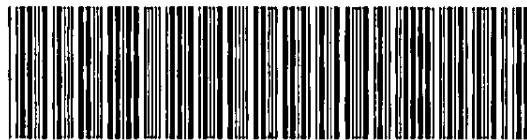
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2022 JAN 14 AM 11:35  
SECRETARY OF STATE  
TALLAHASSEE FL

COVER LETTER

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Pointe West Roc, Inc.

DOCUMENT NUMBER: \_\_\_\_\_

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Arthur Swagler  
(Name of Contact Person)

Pointe West Roc, Inc.  
(Firm/ Company)

12651 Seminole Blvd. # 5-L  
(Address)

Largo, FL 33778  
(City/ State and Zip Code)

Pointwestoffice@gmail.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Christine Roberts, CAM at 727-584-8924  
(Name of Contact Person) Manager (Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> \$35 Filing Fee | <input checked="" type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy is<br>Enclosed) |
|--|---|---|--|

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

Street Address  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of  
POINTE WEST RESIDENT OWNED COMMUNITY, INC.

FILED

2022 JAN 14 AM 11:36

(Name of Corporation as currently filed with the Florida Dept. of State)

N06000007809

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

NIA The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp" or "Inc." "Company" or "Co." may not be used in the name

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

NIA

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

NIA

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

NIA

(Florida street address)

New Registered Office Address:

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation. Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

Type of Action  
(Check One)

Title

Name

Address

- |  |          |                         |                                  |
|--|----------|-------------------------|----------------------------------|
| 1) <input type="checkbox"/> Change         | <u>D</u> | <u>Michael Chiriaco</u> |                                  |
| <input type="checkbox"/> Add               |          | <u>(Deceased)</u>       |                                  |
| <input checked="" type="checkbox"/> Remove |          |                         |                                  |
| 2) <input type="checkbox"/> Change         | <u>D</u> | <u>Paul Brooks</u>      | <u>5901 US Highway 19</u>        |
| <input checked="" type="checkbox"/> Add    |          |                         | <u>Suite 7-Q</u>                 |
| <input type="checkbox"/> Remove            |          |                         | <u>New Port Richey, FL 34652</u> |
| 3) <input type="checkbox"/> Change         | <u>D</u> | <u>Kim Chiriaco</u>     | <u>5901 US Highway 19</u>        |
| <input checked="" type="checkbox"/> Add    |          |                         | <u>Suite 7-Q</u>                 |
| <input type="checkbox"/> Remove            |          |                         | <u>New Port Richey, FL 34652</u> |
| 4) <input type="checkbox"/> Change         |          |                         |                                  |
| <input type="checkbox"/> Add               |          |                         |                                  |
| <input type="checkbox"/> Remove            |          |                         |                                  |
| 5) <input type="checkbox"/> Change         |          |                         |                                  |
| <input type="checkbox"/> Add               |          |                         |                                  |
| <input type="checkbox"/> Remove            |          |                         |                                  |
| 6) <input type="checkbox"/> Change         |          |                         |                                  |
| <input type="checkbox"/> Add               |          |                         |                                  |
| <input type="checkbox"/> Remove            |          |                         |                                  |

E. If amending or adding additional Articles, enter change(s) here:  
(attach additional sheets, if necessary). (Be specific)

See Attached

The date of each amendment(s) adoption: \_\_\_\_\_ if other than the date this document was signed.

Effective date if applicable: 11/10/2022  
(no more than 90 days after amendment 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.

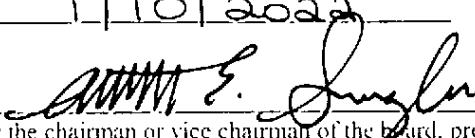
Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 11/10/2022

Signature



(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Arthur E. Swagler

(Typed or printed name of person signing)

President R.O.C. Inc.

(Title of person signing)

E. If amending or adding additional Articles, enter change(s) here:

Section 1. Definitions:

1.1 Pointe West Resident Owned Community Inc. A Florida not-for-profit corporation. (Pointe West ROC, Inc.)

Section 3. Services:

3.3 d) Yard debris must be bagged, boxed or tied up.

e) You must call the Park Office for items larger than 4' feet. You will be charged a fee for large items, such as beds, chairs, large appliances, dressers, etc. The fee must be paid in advance, before the item is picked up. If you have multiple items or debris, you must call the Park Office to reserve the dumpster. There will be a flat fee paid in advance for use of dumpster.

3.6 Pets: This is a NO PET Community. Service/Support animals must first be approved by filling out proper documents provided by our Attorney. The Park has the right to request documentation in order to approve a Service/Support animal. Guests or Visitors are not permitted to bring pets into Pointe West ROC, Inc.

3.7 Notice Boards: Items posted on Notice Boards must be approved by the REC Board. Items posted must be removed within 30 days of posting.

3.10 Signs: Holiday or yard decoration signs are permitted as long as they do not infringe on neighbors property or interfere with landscapers mowing. No Political signs allowed other than inside Unit. For Sale or Rent signs are permitted only in front of Unit, or planter box within 2 feet of the Unit.

3.11 Maintenance Requests:

Requests for maintenance, except in the case of emergency, shall be in writing and directed only to the business office for scheduling by the ~~manager~~ Maintenance Supervisor.

3.13 Reporting Incidents or Non-Compliance of Rules & Regulations:

Should a Resident observe someone in the Park possibly not conforming to any one of the Rules & Regulations contained herein. It is necessary to report the matter to the Park's manager in writing, on the required complaint form kept by the Park. If you see illegal activity or possible crime please call the Largo Police before calling the Park Office.

4.4 Vehicles:

a) Guest parking is for two (2) weeks maximum, unless circumstances warrant an extension approved by manager or Board of Directors.

4.5 Golf Carts:

Driver of Golf Cart must abide by the Park speed limit of 10mph, abide by all Park Rules & Regulations, and use must be confined to paved roads and driveways  
not be stored on grass around unit.

Section 6. Use of Facilities and common areas:

- 6.10. All children not toilet trained are required at all times to wear the following while in the pool area: a disposable Swim Diaper, Plastic Pants to cover the diaper, and a Swim Suit. Swim diapers and swim pants are not a substitute for frequent diaper changing and bathroom breaks. It is recommended that swim diapers and swim pants are checked frequently and changed away from the poolside.
- 6.15 SMOKING is NOT allowed within the fenced pool area. This includes any and all illegal substances and prohibition of smoking in any indoor common area facilities (clubhouse, billiard room, etc.
- 6.18 Minimum street clothing (top & bottom) is required to be worn in all common areas with the exception of the swimming pool.
- 6.19 No Yard Sales permitted in the Park
- 7.3 Conditions of Use of a Boat Accommodation are:  
f) Boat Dock Fees: There will be a \$20.00 per month fee to Park a Boat at Dock.
- 8.2 ROC Additional Requirements:
- (h) Site
1. All sites are required to be fully sodded, except where the Manager or Board gives permission to plant vegetation or lay permeable material. Sites shall be kept in an overall neat and attractive condition, which shall be determined by the Manager or Board.
  5. ~~No sign may be exhibited except one advertising the home for sale. This sign shall not exceed 2.25 square feet and must meet the requirements of the Largo Land Development Code and any other conditions shown in the Largo Code of Ordinances.~~

8.3 General Conditions – Manufacturers and/or Contractors

- a) Any Lot improvements, including improvements/additions to existing Units, sheds, patios, porches, or other improvements on the Lot must be submitted in writing (construction form), with drawings, where applicable, to Park Manager, Maintenance Supervisor or Board, for approval, and must comply with Pinellas County and/or City of Largo Codes.

Section 9 Care of Homes and Surrounds

- 9.9 All other maintenance to surrounds shall be maintained by the Resident.
- 9.12 Wood burning stoves of any kind are prohibited in the ROC. For cooking purposed only, gas and charcoal grills are allowed, subject to applicable city and/or county code requirements. Fire Pits or Recreational Fires are not permitted, per City of Largo Fire Code.



- 9.13 Seasonal Residents are responsible for removing all items that may float or fly away in water or high winds, and take other measures to prevent mold or other issues in the Owner's absence.

Section 10. Rental of Homes:

- 10.1 A prospective Renter shall be required to provide references and a thorough background check will be performed by the Park. Applicable fees will be charged to the prospective Renter for background check. The Park reserves the right to refuse an applicant, if the applicant does not qualify with the requirements of the Corporation. A prospective Renter may be subject to a personal interview with the Park Manager and/or Board of Directors.
- 10.4 A violation of any of the Rules or Regulations contained herein which endanger the life, health, safety, of the Park Residents or property, or disrupts the peaceful enjoyments of the Park by other Residents may subject the Tenant to termination of their lease, in such an event, the Park shall be authorized to act as agent to the Owner and commence action to evict the tenant from the Park. The owner of the Unit shall be responsible for any Attorney fees and cost incurred in such eviction proceedings, should the Park be the prevailing party.
- 10.6 Should a Tenant move into a Unit without prior approval, their lease shall be deemed terminated and the Park shall have the authority to act as agent for the Owner and commence action to evict the Tenant from the Park. The owner of the Unit shall be responsible for any Attorney fees and cost incurred in such eviction proceedings, should the Park be the prevailing party.

Section 11 Sale of Homes:

- 11.1 Prospective purchaser may be subject to a personal interview with the Manager and/or Board of Directors. The Park requires a minimum credit score of 650, unless alternative documents can be provided to prove the prospective purchaser can meet the minimum requirements. Once approved the new Owner must provide copy of title and proof of insurance.

- Section 14 All Units/Homes should be adequately insured against liability for injury and death of thirds parties and damage to and destruction of the property of third parties.

10.7 A prospective renter must fill out Park application & pay an application fee of \$50.00 per person. We will process a credit check, background check and rental history in order to make a decision on Park approval.

Section 9., titled CARE OF HOMES AND SURROUNDS, of the Rules & Regulations of Pointe West ROC, Inc. is amended by adding to article 9.6. (New wording/additions underlined.)

9.6. Excessive noise that is bothersome to neighbors is not allowed. Loud parties, excessive volume from radios, TV's, musical instruments, wind chimes or any other annoying noises or boisterous conduct will not be tolerated. No nuisance or any other use of practice this is the source of unreasonable annoyance to others proper use of the Park is permitted. Nothing shall be done or kept within the Common Areas, or any other portion of the Park, including Unit which will increase the rate of insurance to be paid by the Pointe West Resident Owned Community, Inc. No obnoxious or offensive activity shall be carried on, in or about the Park, including use of illegal substances. Generally, there shall be no act that endangers the life, health, safety, or property of the Park residents or employees or the peaceful enjoyment of the Park by its residents.

Section 13, titled DRONE USE: of the Rules & Regulations of Pointe West ROC, Inc. is amended by adding a new section 13. DRONE USE (New wording/additions underlined.)

13.1 The term "Drone" is as defined by Florida Statute Section 934.50, as it is amended from time to time. At the time of the adoption of this Rule, a "Drone" is defined as a powered, aerial vehicle that:

1. Does not carry a human operator;
2. Uses aerodynamic forces to provide vehicle lift;
3. Can fly autonomously or be piloted remotely;
4. Can be expendable or recoverable; and
5. Can carry a lethal or nonlethal payload

13.2 In order to operate a Drone within the Community, an individual must comply with the following regulations:

- A. All federal, state, and local regulations, as they are amended from time to time. This includes, but is not limited to the following:
  - Federal Aviation Administration (FAA) regulations
  - Florida Statute Section 934.50 (the Freedom from Unwarranted Surveillance Act).

- B. All Drones must be registered with the FAA
- C. All Drones must have the FAA registration number marked on the aircraft before it is operated. The mark must be by a method that ensures it remains visible, including permanent marker, a label, or engraving. The number must be visible without using tools.
- D. All flying must be below 400 feet.
- E. All flying must be done with the visual line of sight between the operator and the aircraft.
- F. Drones may not be flown directly over people.
- G. Drones may not be flown over or near any emergency response efforts, including ambulance, fire or law enforcement response to the Community.
- H. Drone operators may not be under the influence of alcohol or any drugs, legal or illegal.
- I. Drone operators must be competent to control the aircraft.
- J. Drone operators must have personal liability coverage for Drone operation. Such coverage may be through a homeowner's insurance policy, from membership in the Academy of Model Aeronautics, or through another insurance policy. The operator must provide proof of such coverage to the Community upon request.
- K. Any damage caused to a common area by a Drone will be repaired by the Community and all related costs will be assessed to the Unit with which the Drone was associated (e.g. Operated by owner, tenant, resident, guest, or family member).
- L. The Community is not responsible for and will not be involved in any Drone-related damage negotiations between individuals. This includes, but is not limited to, property damage and personal injury resulting from Drone use or misuse.

13.3 All Drones operated within the Community are subject to inspection by the Community to ensure compliance with these regulations.