

NOTICE 1207

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

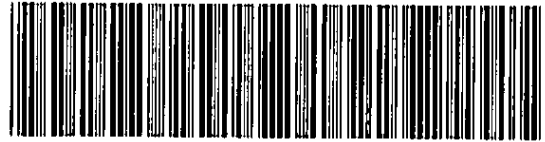
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000370973670

Amend

000370973670
08/25/21--01011--008 **35.00

2021 AUG 25 PM 1:57
OFFICE OF STATE
TOLSON AND SEC. FLORES

FILED

SEP 03 2021
A RAMSEY

Kenneth S. Direktor
Shareholder
Board Certified Specialist, Condominium and
Planned Development Law
Phone: 954.965.5050 Fax: 954.985.4176
kdirektor@beckerlawyers.com

Becker

Becker & Poliakoff
1 East Broward Blvd.
Suite 1800
Ft. Lauderdale, FL 33301

August 17, 2021

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

Re: Beach Front at Singer Island Condominium Association, Inc.

Dear Sir/Madam:

Enclosed herein please find an **original** and **one copy** of Articles of Amendment to the Articles of Incorporation of Beach Front at Singer Island Condominium Association, Inc., as well as a self-addressed, stamped envelope and a check in the amount of **\$35.00** to cover the cost of filing same and the 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/dts
Enclosures

FILED

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF BEACH FRONT AT SINGER ISLAND CONDOMINIUM ASSOCIATION, INC.

2021 AUG 25 PM 1:57
CLERK OF STATE

The undersigned officers of **Beach Front at Singer Island Condominium Association, Inc.** do hereby certify that the following amendment to the Articles of Incorporation of said corporation is a true and correct copy as amended, pursuant to Article X thereof, by the membership at a duly called and noticed meeting of the members held July 29, 2021. The amendments were adopted by the members and the number of votes cast for the amendments was sufficient for approval.

AMENDMENTS TO THE
ARTICLES OF INCORPORATION OF
BEACH FRONT AT SINGER ISLAND CONDOMINIUM ASSOCIATION, INC.

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE II
Purpose

The purposes and object of the Association shall be to administer the operation and management of BEACH FRONT AT SINGER ISLAND, a Condominium, (hereinafter "the Condominium") to be established in accordance with the Florida Condominium Act, Chapter 718, Florida Statutes ("Condominium Act"), as amended to this date and as the same may be amended from time to time, upon that certain real property in Palm Beach County, Florida, as described on Exhibit "A" attached hereto and incorporated herein by reference, ~~owned by Lighthouse Point Land Company, LLC, a Florida limited liability company, its successors or assigns (the "Developer").~~

The Association shall undertake and perform all acts and duties incident to the operation and management of the Condominium in accordance with the terms, provisions, and conditions of these Articles of Incorporation, the Bylaws of the Association and the Declaration of Condominium (the "Declaration") ~~which will be recorded in the Public Records of Palm Beach County, Florida.~~

ARTICLE III
Powers

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida and under the Condominium Act, and the Declaration of Condominium as the same may be amended from time to time.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing the use of the Units, Common Elements, and Limited Common Elements of the Condominium and the Association Property, as such terms, as well as the other capitalized terms herein, will be defined in the Declaration, as the same may be amended from time to time.

2. Own, operate, lease, sell, manage, and otherwise deal with such real and personal property as may be necessary or convenient for the administration of the Condominium.

3. Own, manage, administer and operate such property as may be conveyed to it by the Developer, its successors or assigns for the mutual benefit and use of all Members.

4. Levy, collect and enforce assessments against Members of the Association to defray the Common Expenses of the Condominium, as will be provided in the Declaration and the Bylaws, including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium Property and the Association Property and in accomplishing the purposes set forth in the Declaration.

5. Maintain, repair, replace, operate and manage the Condominium Property and the Association Property, including the surface water management system as permitted by the South Florida Water Management District including all lakes, retention areas, culverts and related appurtenances, and any other property owned by the Association or part of the Common Elements, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property and other property owned by the Association.

6. Contract for the management of the Condominium Property and the Association Property and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the Bylaws, and the Condominium Act.

7. To purchase insurance upon the Condominium and Association Property and insurance for the protection of the Association, its officers, directors, and Members as Unit Owners, and such other parties as the Association may determine in the best interest of the Association.

8. To make and amend reasonable rules and regulations for the maintenance, operation and use of the Condominium and Association Property and for all other lawful purposes.

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

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

11. To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Condominium.

12. 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.

13. Enforce the provisions of these Articles of Incorporation, the Declaration, the Bylaws, and all rules and regulations governing use of the Condominium Property and the Association Property which may hereafter be established.

14. Sue and be sued.

15. In the event of dissolution, convey to an appropriate agency of local government any property owned or under control of the Association consisting of the surface water management system together with rights of access thereto or, if not accepted by such agency then to convey all of the same to a similar non-profit corporation.

16. Assets of the Association. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

17. Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

18. 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 Act, nor reimbursement for expenses as may be authorized by the Board.

ARTICLE V Voting

~~B. Until such time as the property is submitted to the Condominium form of ownership by recordation of Declaration of Condominium therefor in the public records of Palm Beach County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.~~

ARTICLE VIII
Board of Directors

A. The business affairs of this Association shall be managed by the Board of Directors. ~~The number of members of the first Board of Directors shall be three.~~

B. Subject to the Declaration of Condominium the Board of Directors shall be elected by the Members of the Association from among the membership at the annual membership meeting as provided in the Bylaws; ~~provided, however, that the Developer shall have the right to elect all of the Directors on the Board subject to the following:~~

1. ~~When Unit owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors.~~

2. ~~Unit owners other than the Developer shall be entitled to elect a majority of the Members of the Board of Directors upon the first to occur of the following:~~

(a) ~~Three years after fifty percent (50%) of all of the Units in the Condominium have been conveyed to purchasers;~~

(b) ~~Three (3) months after ninety percent (90%) of all of the Units in the Condominium have been conveyed to purchasers;~~

(c) ~~When all the Units in the Condominium that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or~~

(d) ~~Seven (7) years after recordation of the Declaration.~~

3. ~~The Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of all of the Units in the Condominium.~~

ARTICLE IX
Officers

A. The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer and, if any of the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors.

B. ~~Officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such~~

~~persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member, Director or officer of the Association.~~

~~C. The persons who are to serve as officers of the Association until their successors are chosen are:~~

~~Officer _____ Name
President/Treasurer _____ Jeff Schattinger
Vice President/Secretary _____ Mike Donnelly~~

~~DB. The officers shall be elected by the Board of Directors at their annual meeting as provided in the Bylaws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.~~

~~E. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. Officers shall be elected annually.~~

~~ARTICLE X
Bylaws~~

~~A. The Board of Directors shall adopt by a majority vote the original Bylaws of the Association.~~

~~B. The Bylaws may be amended, altered or rescinded upon the proposal of a majority of the Board of Directors and approval by an affirmative vote of two thirds (2/3) of the votes entitled to be cast by Members of the Association at a regular or special meeting of the Members, the notice of which shall state that such proposal is to be voted upon at that meeting.~~

~~ARTICLE XI X
Amendment of Articles~~

~~***~~

~~ARTICLE XII XI
Indemnity/Indemnification~~

~~Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with 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, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event any claim for reimbursement or indemnification hereunder is based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein~~

~~shall only apply if the board of Directors approves such settlement and reimbursement as being in 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 such Director or officer may be entitled.~~

A. Indemnity. To the fullest extent required by Florida law:

1. 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 or any person or entity for whom the Association is contractually obligated, against liability incurred in connection with such proceeding.

2. 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 liability incurred in connection with such proceeding.

3. The foregoing indemnity shall include, without limitation, costs and Legal 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.

B. Limitations. The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.

C. Inclusions. 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.

D. Advancing Expenses. Expenses incurred for any person entitled to indemnification hereby shall be advanced by the Association, but, after the final disposition of the proceeding, any payments made by the Association shall be recoverable from the person indemnified if he or she is ultimately found not to be entitled to indemnification pursuant to law.

E. 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.

F. 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 XIII
Non-Profit Status

No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

ARTICLE XIV XII
Subscribers

The name and address of the subscriber to these Articles is:

Charles A. Lubitz, Esq.
Casey Ciklin Lubitz Martens & O'Connell
515 N. Flagler Drive, 19th Floor
West Palm Beach, FL 33401


ARTICLE XV XIII
Location of Registered Agent

The address of this corporation's initial registered office in the State of Florida is ~~4200 South Pine Island Road, Suite 250, Plantation, Florida 333241~~ East Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301.

The name of this corporation's initial registered agent at the above address is ~~GT Corporation System~~ Becker & Poliakoff, P.A.

WITNESS my signature hereto this 69^{**} day of August, 2021, at Singer Island, Palm Beach County, Florida.

Beach Front at Singer Island Condominium Association, Inc.

 Alan Barnes By: Gisela Riba DiSpigno
Witness By: Gisela Riba DiSpigno, President

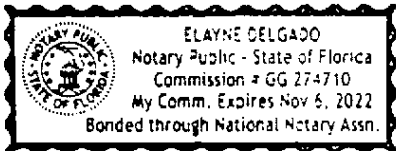
Andrew J. Feely Alan Barnes
(PRINT NAME)

Mitch Oiv Attest: Anne Marie Levine
Witness Anne Marie Levine, Secretary

Mitch Oiv Paul Rabinowitz
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9th day of AUGUST 2021, by Gisela Riba DiSpigno as President of Beach Front at Singer Island Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced ID as identification and did take an oath.



Elayne Delgado (Signature)

Elayne Delgado (Print Name)
Notary Public, State of Florida at Large

STATE OF ILLINOIS :
COUNTY OF LAKE :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6 day of August 2021, by Anne Marie Levine as Secretary of Beach Front at Singer Island Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced ID as identification and did take an oath.

Andrew J. Feeley (Signature)

Andrew J. Feeley (Print Name)
Notary Public, State of Florida at Large

