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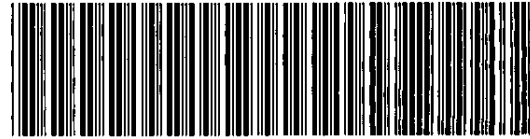
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July 5, 2011

Via Federal Express

Department of State
Division of Corporations
Clifton Building
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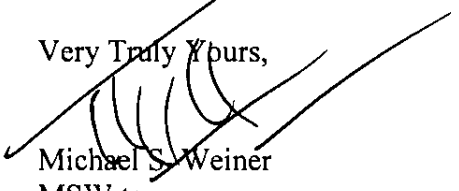
Re: Osprey Oaks Homes Association, Inc.
Our File No.: OSPR002

Dear Madam/Sir:

Enclosed please find the original and one (1) copy of the Articles of Incorporation for the above-referenced non-profit corporation. Enclosed please also find a check in the sum of \$87.50 for the filing fee, certified copy and certificate of status.

Please contact me with any questions.

Very Truly Yours,


Michael S. Weiner

MSW:te

Enclosures

cc: Mr. Jim S. Gielda (via e-mail; w/ enclosures)

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**ARTICLES OF INCORPORATION
OF
OSPREY OAKS HOMES ASSOCIATION, INC.,
a Florida not-for-profit corporation**

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ARTICLE I- NAME

The name of the corporation is OSPREY OAKS HOMES ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

ARTICLE II - PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be at 2701 NW Boca Raton Blvd., Suite 103, Boca Raton, FL 33431.

ARTICLE III - DEFINITIONS

Unless defined herein or the context otherwise requires, each term or phrase with an initial capital letter or letters used in these Articles shall have the meaning given such term in that certain DECLARATION OF COVENANTS AND RESTRICTIONS FOR OSPREY OAKS HOMES (the "**Declaration**"), which shall be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE IV - PURPOSE

The purposes for which the Association is formed and organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 720 of the Florida Statutes.
2. To exercise the powers and carry out the duties of the Association as provided in the Declaration.
3. To promote the health, safety, welfare, comfort and social and economic benefit of the Members of the Association, as defined in Article VI herein.

ARTICLE V - POWERS AND DUTIES

The Association shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, including without limitation those provided for in Chapter 720 of the Florida Statutes.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration, including, without limitation, the following:
 - a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and/or personal property.

- b. To make and collect Assessments against Owners to defray the costs, expenses and losses incurred and/or to be incurred by the Association, and to use the proceeds thereof in the exercise of the Association's powers and the performance of its duties.
- c. To enforce the provisions of the Declaration, these Articles and the Bylaws.
- d. To make, establish and enforce reasonable rules and regulations governing the use of Common Areas, Lots, Homes and other property under the jurisdiction of the Association.
- e. To grant and modify easements and to dedicate property owned by the Association to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.
- f. To borrow money for the purposes of exercising the powers and carrying out the duties of the Association.
- g. To exercise control over exterior alterations, additions, improvements and/or changes to the properties for which the Association is responsible, in accordance with the terms of the Declaration.
- h. To obtain insurance as provided by the Declaration.
- i. To employ personnel necessary to perform the obligations, services and/or duties required of or to be performed by the Association and for proper operation of the properties for which the Association is responsible and/or to contract with others for the performance of such obligations, services and/or duties.
- j. To sue and be sued.
- k. To contract for cable television services and other services for the Property.
- l. To employ management companies, solid waste removal companies and others to provide services to the Association.

ARTICLE VI - MEMBERS

- 1. All the record owners of Lots shall be the members of the Association (the "**Members**"). Membership in the Association ("**Membership**") shall be established as to each Lot upon the recording of the Declaration. Upon the transfer of ownership of fee title to a Lot, whether by conveyance, devise, judicial decree, foreclosure or otherwise, and upon the recordation among the public records in the county in which the Property is located of the deed or other instrument establishing such transfer and designating the Lot affected thereby, the new Owner or Owners designated in such deed or other instrument shall thereupon become a Member or Members of the Association, and the Membership of the prior Owner or Owners as to the Lot designated shall be automatically terminated; provided, however, that the Association shall not have the responsibility or obligation of recognizing any change in Membership until it has received a true copy of the applicable deed or other instrument of conveyance, or is otherwise informed of the transfer of ownership of the Lot. Prior to the recording of the Declaration, the incorporator shall be the sole Member of the Association.

2. The share of each Member in the funds and assets of the Association, and the Common Surplus, and any Membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that Membership is established.

3. Notwithstanding any of the other provisions of these Articles, on all matters upon which the Members shall be entitled to vote, there shall be only one vote for each Lot. In the event any Lot is owned by more than one person and/or by an entity, the vote for such Lot shall be cast in the manner provided in the Bylaws. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.

4. The Bylaws shall provide for an annual meeting of the Members of the Association and shall make provision for special meetings.

ARTICLE VII - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VIII - DIRECTORS

1. The property, business and affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) persons. The Bylaws shall provide for a method of determining the number of directors constituting the entire Board from time to time. In the absence of a determination as to the number of directors, the Board shall consist of three (3) directors. Directors are not required to be Members of the Association.

2. All the powers and duties of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, the agents of the Association, its contractors and employees, subject to approval by the Members only when specifically required.

3. The Declarant shall have the right to appoint all directors until Declarant has conveyed ninety percent (90%) of all of the Lots within the Property. Members other than the Declarant shall be entitled to elect a majority of the members of the Board of Directors within three (3) months after the date upon which Declarant shall have conveyed at least ninety percent (90%) of all the Lots. The Declarant shall be entitled to appoint at least one member of the Board as long as the Declarant holds for sale in the ordinary course of business no less than five percent (5%) of the Lots within the Property. Declarant may waive its right to elect one or more directors by written notice to the Association, and thereafter such directors shall be elected by the Members. When the Declarant no longer owns any Lot within the Property, all the directors shall be elected by the Members in the manner provided in the Bylaws.

4. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws; provided, however, that any director appointed by the Declarant may only be removed by the Declarant, and any vacancy created by such removal shall be filled by an appointment by the Declarant if, at the time such vacancy is to be filled, Declarant is entitled to appoint a director.

5. The names and addresses of the initial directors, each of whom shall hold office until his successor is appointed or elected and has qualified, are as follows:

James S. Gielda, President

Adam P. Freedman, Vice President

John K. Markey, Secretary

ARTICLE IX - OFFICERS

The officers of the Association shall be a president, vice president, secretary, treasurer. The Board may from time to time by resolution create other offices. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the manner in which an officer may be removed from office, for the manner in which vacancies may be filled, and for the duties of the officers. The names and addresses of the initial officers, each of whom shall serve until his successor is designated by the Board, are as follows:

President: James S. Gielda

Vice President: Adam P. Freedman

Secretary: John K. Markey

Treasurer: _____

ARTICLE X - INDEMNIFICATION

1. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) (any of the foregoing, an "**Action**") by reason of the fact that he is or was a director, employee, officer or agent of the Association (any of the foregoing, an "**Association Party**"), against expenses (including without limitation attorneys' fees and appellate attorneys' fees), money judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such Action, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; provided, however, that no such indemnification shall be made in respect to any Action as to which such person shall have been adjudged by a court of competent jurisdiction to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to or on behalf of the Association unless and to the extent that the court in which the Action was brought shall determine, upon application, that despite the adjudication of liability, and in view of all the circumstances of the case, such person is fairly and reasonably entitled to reimbursement for such expenses as the court shall deem proper. The termination of any Action by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that: (i) the person did not act in good faith and in a manner that he

reasonably believed to be in, or not opposed to, the best interests of the Association; and (ii) with respect to any criminal Action, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that the Association Party has been successful on the merits or otherwise in defense of any Action or in the defense of any claim, issue or matter therein, he shall be indemnified against expenses (including without limitation attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraphs 1 and/or 2 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Association Party is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made: (a) by the Board by a majority vote of a quorum consisting of directors who were and are disinterested in such Action; (b) if such a quorum is not obtainable, by independent legal counsel in a written opinion; or (c) by approval of the Members.

4. Expenses incurred in defending a civil or criminal Action may be paid by the Association in advance of the final disposition of such Action as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Association Party to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized herein.

5. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaws, agreement, vote of Members or otherwise, shall continue as to a person who has ceased to be an Association Party and shall inure to the benefit of the heirs, executors and administrators of such a person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was an Association Party or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article X.

ARTICLE XI - BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded by the Declarant, the Directors and/or Members in the manner provided in the Bylaws.

ARTICLE XII - AMENDMENTS

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

1. A majority of the directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member in the manner provided in the Bylaws for the giving of notice of a meeting of Members. If the meeting is an annual meeting of Members, the proposed amendment or such summary may be included in the notice of such annual meeting.
3. At such meeting, a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of Members owning a majority of the Lots owned by Members on the date specified in the Bylaws for determining Members entitled to notice of and to vote at the meeting.
4. Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.
5. If all directors and all Members sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.
6. No amendment shall provide for any changes in the qualifications for Membership or in the voting rights of Members without approval by all the Members. No amendment shall be made that is in conflict with the Declaration. Prior to the closing of the sale and conveyance by the Declarant of all Lots, no amendment shall provide for any changes which would in any way affect the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, including, without limitation, any right of the Declarant to appoint directors pursuant to Article VIII herein, unless the Declarant shall join in the execution of the amendment.
7. No amendment to these Articles shall be made which discriminates against any Owner or affects less than all of the Owners within the Property, without the written approval of all of the Owners so discriminated against or affected.
8. Notwithstanding any of the provisions of the Declaration, so long as the Declarant is entitled to appoint all of the directors of the Association, the Declarant shall, subject to the provisions of Paragraph 6 and 7 of this Article X, have the right to unilaterally amend these Articles without the joinder or approval of the Board, any Member or any other party.
9. Upon the approval of an amendment to these Articles, articles of amendment shall be executed and delivered to the Florida Department of State as provided by law and a copy obtained as certified by such Department of State.

ARTICLE XIII - DISSOLUTION

In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly the same as practicable as those to which they were required to be devoted by the Association.

In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly the same as practicable to those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or

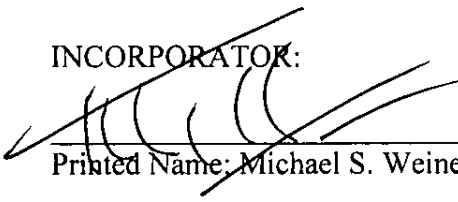
diminish any right or title of any Member vested in him under the recorded Declaration unless made in accordance with the provisions of such Declaration.

ARTICLE XIII – CORPORATION'S INITIAL REGISTERED OFFICE, NAME OF REGISTERED AGENT AND STREET ADDRESS

The initial registered office of the Association is c/o Weiner & Lynne, P.A., 10 S.E. 1st Avenue, Suite C, Delray Beach, Florida 33444. The registered agent at such address is Weiner & Lynne, P.A. The incorporator is Michael S. Weiner, Esq., whose address is Weiner & Lynne, P.A., 10 S.E. 1st Avenue, Suite C, Delray Beach, Florida 33444.

WHEREFORE, the undersigned incorporator has executed the foregoing this 30 day of June, 2011.

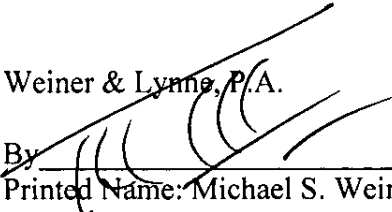
INCORPORATOR:


Printed Name: Michael S. Weiner

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent for the above corporation, I hereby accept acting in this capacity and agree to comply with the provisions and obligations of Chapter 617, Florida Statutes, this 30, day of June, 2011.

Weiner & Lynne, P.A.

By 
Printed Name: Michael S. Weiner, President

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