

N11000006445

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

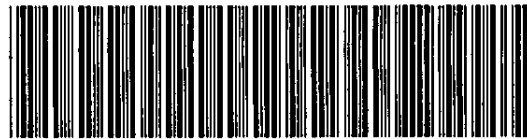
(Document Number)

Certified Copies

Certificates of Status

Special Instructions to Filing Officer:

Office Use Only



600246648016

04/11/13--01021--029 **43.75

FILED
13 APR 11 PM 3:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amount
Restated
Anchors
8/4-17B

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Osprey Oaks Homes Association, Inc.

DOCUMENT NUMBER: N11000006445

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

Please return all correspondence concerning this matter to the following:

Michael S. Weiner, Esq.

(Name of Contact Person)

Weiner, Lynne & Thompson, PA

(Firm/ Company)

10 SE 1st Ave., Suite C

(Address)

Delray Beach, FL 33444

(City/ State and Zip Code)

teasley@zonelaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael Weiner

(Name of Contact Person)

at (561) 265-2666

(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 type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input checked="" type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certificate of Status
(Additional Copy is
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 AND RESTATEMENT TO
ARTICLES OF INCORPORATION
FOR
OSPREY OAKS HOMES ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

FILED
13 APR 11 PM 4:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 617.1007, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

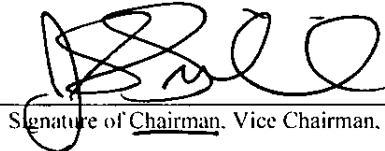
FIRST: Amendment adopted:

The Articles of Incorporation for Osprey Oaks Homes Association, Inc. filed with the Florida Secretary of State on July 6, 2011 are hereby replaced in their entirety by the Amended and Restated Articles of Incorporation for Osprey Oaks Homes Association, Inc. attached hereto and made a part hereof.

SECOND: The date of adoption of the amendment was April 4, 2013.

THIRD: Adoption of Amendment (CHECK ONE)

- ☐ The Amendment was adopted by the members and the number of votes cast for the Amendment was sufficient for approval.
- ☒ There are no members entitled to vote on this amendment. The Amendment was adopted by the Board of Directors.



Signature of Chairman, Vice Chairman, President or other officer

James Gielda

Typed or printed name

Director and President

Title

April, 2013

Date

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
OSPREY OAKS HOMES ASSOCIATION, INC.
a Florida not-for-profit corporation
Pursuant to Florida State Statute Section 617.1007**

FILED
13 APR 11 PM 4:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of Osprey Oaks Homes Association, Inc., a Florida not-for-profit corporation, which were filed on July 6, 2011, are hereby amended and restated in their entirety as follows:

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 the BR OSPREY ACQUISITION LLC, 400 Howard Street, Second Floor, San Francisco, California 94105.

ARTICLE III – RESTATEMENT AND DEFINITIONS

1. All previous filed versions of the Articles of Incorporation for Osprey Oaks Homes Association, Inc., a Florida not-for-profit corporation, are hereby revoked and superseded with these Amended and Restated Articles of Incorporation.

2. All terms used herein shall have the same meaning as defined in that certain DECLARATION OF COVENANTS AND RESTRICTIONS FOR OSPREY OAKS HOMES, as hereafter amended and/or supplemented from time to time (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 organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 720 of the Florida Statutes.
2. To provide an entity for operating, administering, managing and maintaining a planned residential community located in Palm Beach County, Florida known as "Osprey Oaks" in accordance with the Declaration.

3. To enforce and exercise the duties of the Association as provided in the Declaration.
4. To promote the health, safety, welfare, comfort, and social and economic benefit of the Members of the Association.

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 those as provided for in Chapters 617 and 720 of the Florida Statutes, which are not in conflict with the terms of these Articles and the Declaration.
2. The Association shall have all of the powers reasonably necessary to operate Osprey Oaks pursuant to the Declaration and to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration and as described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:
 - a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
 - b. To fix, levy, make, collect and enforce payment of Assessments against Owners to defray the costs, expenses and losses incurred or to be incurred by the Association, and to use the proceeds thereof in the exercise of the Associations powers and duties
 - c. To enforce the provisions of the Declaration, these Articles, the Bylaws, and any rules and regulations concerning the use of the Property
 - d. To make, establish, amend 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 carrying out the powers and duties of the Association.
 - g. To exercise control over exterior alterations, additions, improvements, or changes 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 duties required of or to be performed by the Association and for proper operation of the properties for which the Association is responsible 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 for the Property as set forth in the Declaration.
- l. To contract with and employ management companies, solid waste removal companies, the Osprey Oaks Community Development District and others the Association deems necessary in order to effectively manage, operate, administer and maintain the Property as set forth in the Declaration and to authorize a management agent or company to assist Association in carrying out its powers and duties by performing functions including, but not limited to, the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and regulations, and maintenance, repair and replacement of the Common Areas.
- m. To operate and maintain the Surface Water Management System as required by the South Florida Water Management District ("SFWMD") Permit and applicable SFWMD and Lake Worth Drainage District ("LWDD") rules and regulations.
- n. To maintain, repair, replace, reconstruct, add to, and operate the Common Areas and other property acquired or leased by Association.
- o. To contract for the management, operation, administration and maintenance of the Property as set forth in the Declaration, including contracts and agreements with the Osprey Oaks Community Development District
- p. To purchase insurance covering all of the Common Areas, and insurance for the protection of the Association and its officers and directors.
- q. To pay all Common Expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.
- r. To establish committees and delegate certain functions to those committees.

ARTICLE VI - MEMBERS

- 1. The members of the Association ("Members") shall consist of all of the record owners of Lots, including Declarant, as further described in the Declaration. Membership shall be established as to each Lot upon the recording of the Declaration. Upon the transfer of ownership of fee title to, or fee interest in, a Lot, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the Property is located of the deed or other instrument establishing the acquisition and designating the Lot affected thereby, the new Owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior Owner as

to the Lot designated shall be terminated, provided, however, that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, 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 share is held.

3. On all matters upon which the Membership 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 by 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 regular and special meetings of Members other than the annual meeting.

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 (hereinafter referred to as the "Board of Directors" or "Board") consisting of three (3) directors. The Bylaws may provide for a method of determining the number of directors from time to time. This provision shall not be amended without the prior written consent of CC Osprey Oaks, LLC, a Florida limited liability company, and its successors and/or assigns ("CC Osprey"), which consent may be withheld in CC Osprey's sole discretion, until such time as CC Osprey no longer owns any Lots within the Property. Directors appointed by the Declarant or CC Osprey are not required to be Members of the Association.

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

3. The Declarant shall have the right to appoint all of the directors until Declarant has conveyed ninety percent (90%) of all of the Lots within the Property subject, however, to the right of CC Osprey to appoint (1) director until such time as all Lots owned by CC Osprey are conveyed to third parties. Members other than the Declarant shall be entitled to elect a majority of the Members of the Board of Directors of the Association on the earlier to occur of (i) three (3) months after the date upon which ninety percent (90%) of all the Lots have been conveyed, (ii) such other date as necessary to comply with any applicable governmental financing

requirements or (iii) sooner at the election of Declarant. The Declarant shall be entitled to appoint at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property; provided, however, if Members other than Declarant are entitled to elect a majority of the Members of the Board and CC Osprey owns at least one (1) Lot within the Property, then CC Osprey and not Declarant shall have the right to appoint the remaining director. 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 and CC Osprey no longer own any Lot within the Property, all of the directors shall be elected by the Members in the manner provided in the Bylaws.

4. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws, provided that any director appointed by the Declarant may only be removed by the Declarant and any director appointed by CC Osprey may only be removed by CC Osprey. Subject to CC Osprey's right to appoint one (1) director as set forth in subparagraph 3 above, any vacancy on the Board shall be appointed by the Declarant if, at the time such vacancy is to be filled, the Declarant is entitled to appoint the directors.

5. The names and addresses of the directors, who shall hold office until their successors are appointed or elected as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
James S. Gielda	102 NE 2nd Street, # 203 Boca Raton, FL 33432
Adam P. Freedman	102 NE 2nd Street, # 203 Boca Raton, FL 33432
Andres Miyares	135 San Lorenzo Avenue Suite 740 Coral Gables, FL 33146

ARTICLE IX - OFFICERS

The officers of the Association shall be a president, vice president, secretary, treasurer and such other offices as the Board may from time to time by resolution create. The president shall manage the affairs of the Association, as assisted by the vice president, secretary and treasurer and such other existing officers. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the officers which shall serve until their successors are designated by the Board are as follows

President: James S. Gielda
Vice President: Adam P. Freedman
Secretary: John K. Markey
Treasurer: John K. Markey

ARTICLE X - INDEMNIFICATION

1. The Association shall indemnify, defend and hold harmless any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against reasonable expenses (including reasonable attorneys' fees and costs at all levels of proceedings, including appeals), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to reimbursement for such expenses which the court shall deem proper. The termination of any action, suit or proceeding 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 the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful. The Association shall have no duty to indemnify any party described herein for any settlement entered unless the party has received the Association's approval for the settlement entered.

2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including reasonable attorneys' fees and costs at all trial and appellate levels) actually and reasonably incurred by him in connection therewith;

3. Any indemnification under Paragraph 1 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 director, officer, employee or agent 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 disinterested in such action, suit, or proceeding, or if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, b) by independent legal counsel in a written opinion, or c) by Majority Approval.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent 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 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 Bylaw, agreement, vote of Members or otherwise and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee or agent 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 a director, officer, employee or agent of the Association, 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.

ARTICLE XI - BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded by the Declarant, the Board and/or Members in the manner provided by the Bylaws. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XII - AMENDMENTS

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

1. A majority of the Board 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 entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the Members. If the

meeting is an annual meeting, 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 entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving Majority Approval.

4. Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.

5. If all of the directors and all of the Members eligible to vote 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 make any changes in the qualifications for membership nor in the voting rights or property rights of Members without approval by all of the Members. No amendment shall be made that is in conflict with the Declaration or the Bylaws. Prior to the closing of the sale and conveyance by the Declarant of all Lots, no amendment shall make 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, but not limited to, any right of the Declarant to appoint directors pursuant to Article VIII, 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 anything herein to the contrary, so long as the Declarant is entitled to appoint a majority 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, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the 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 as practicable the same 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 as practicable to the same as 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.

In the event of termination, dissolution or final liquidation of the Association, the Surface Water Management System and the responsibility for the operation and maintenance of the Surface Water Management System shall be transferred to and accepted by an entity which complies with the applicable provisions of the Florida Administrative Code and approved by the SFWMD and/or LWDD (as applicable) prior to such termination, dissolution or liquidation.

ARTICLE XIII - REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

Until changed, the registered agent of the Association shall be Weiner, Lynne & Thompson, P.A. and the registered office shall be 10 SE 1st Avenue, Suite C, Delray Beach, FL 33444.

[ACCEPTANCE OF REGISTERED AGENT APPEARS ON FOLLOWING PAGE]

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent for the Osprey Oaks Homes Association, Inc., the undersigned hereby accepts the appointment as registered agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions and obligations of Chapter 617, Florida Statutes, and is familiar with and accepts the obligations of a Registered Agent as provided in Chapter 617, Florida Statutes.

WEINER, LYNNE & THOMPSON, P.A.

By: _____

Its: _____

Dated: _____

4/5/13

PBS