

N11975

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

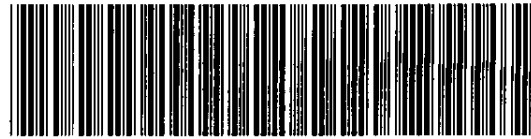
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only

4.6.11



500199803045

04/04/11--01033--010 \*\*35.00

*Boyle*  
*Sp*

STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

2011 APR -4 AM 8:29

FILED

COVER LETTER

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Casuarina Condominium Association, Inc.

DOCUMENT NUMBER: N11975

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

Please return all correspondence concerning this matter to the following:

Allison Hertz  
(Name of Contact Person)

Rosenbaum Mollengarden Janssen & Siracusa  
(Firm/ Company)

250 S. Australian Ave. Suite 500  
(Address)

West Palm Beach, FL 33401  
(City/ State and Zip Code)

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

For further information concerning this matter, please call:

Allison Hertz at (561) 653-2900  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

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

- |   |  |   |  |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input 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<br>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

AMENDMENT TO THE ARTICLES OF INCORPORATION  
OF CASUARINA CONDOMINIUM ASSOCIATION, INC.

FILED  
2011 APR -4 AM 8:29  
CLERK OF DISTRICT COURT  
PALM BEACH, FLORIDA

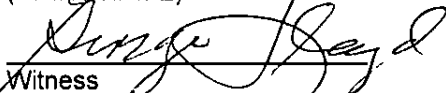
The undersigned officers of **CASUARINA CONDOMINIUM ASSOCIATION, INC.** do hereby certify that the following amendment to the Articles of Incorporation of said corporation is a true and correct copy as amended, pursuant to provisions thereof, by the membership at a duly called and noticed meeting of the members held on February 22, 2011. The amendment was adopted by the members and the number of votes cast for the amendment was sufficient for approval.

*[See Attached Amendment to the Articles of Incorporation]*

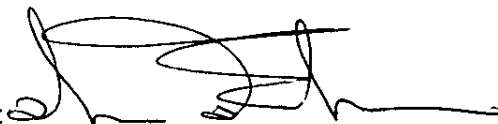
WITNESS my signature hereto this 18 day of March, 2011, at Highland Beach, Florida.

  
Witness

MARIO TEIXEIRA JR.  
(PRINT NAME)

  
Witness

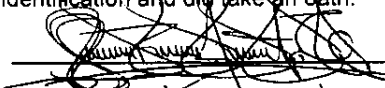
George Lloyd  
(PRINT NAME)

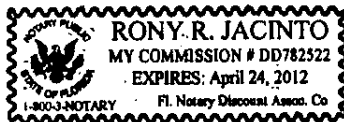
By:   
President

Attest:   
Secretary

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 18 day of March, 2011, Casuarina Condominium Association, Inc. by Ivan Fuchsman and Molly Marcus, as President and Secretary, respectively, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

 (Signature)  
Rony R. Jacinto (Print Name)  
Notary Public, State of Florida at Large



AMENDMENTS TO THE ARTICLES OF INCORPORATION  
OF CASUARINA CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE IX

BOARD OF DIRECTORS

C. The provisions regarding the election, resignation, recall, filling vacancies and terms of office of Directors shall be governed by the By-Laws. ~~Upon the closing of the conveyance by the Developer to Apartment Owners other than the Developer ("Purchaser Members") of fifteen percent (15%) or more of the Total Apartments, the Purchaser Members shall be entitled to elect one third (1/3) of the Board, which election shall take place at a special meeting of the Membership to be called by the Board for such purpose (the "Initial Election Meeting"). the Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by the Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph D. of this Article IX, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board as provided in Paragraph D. below. Notwithstanding anything contained herein to the contrary, if it is evident to the Developer that (i) the closing of the sale of ninety percent (90%) of the Apartments by the Developer to Purchaser Members will occur within ninety (90) days of the first closing of an Apartment by the Developer to a Purchaser Member, or (ii) the closing of the sale of seventy percent (70%) of the Apartments by the Developer to Purchaser Members will occur within one hundred twenty (120) days of the first closing of an Apartment by the Developer to a Purchaser Member, there shall be no Initial Election Meeting. Instead, the Board shall call the "Majority Election Meeting" (as hereinafter defined) in the manner provided for in this Article IX.~~

D. ~~Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:~~

1. ~~Three (3) years after sales by the Developer of fifty percent (50%) of the Total Apartments have been closed, which closings shall be evidenced by the recording of instruments of conveyance of Apartments to each of such Purchaser Members amongst the Public Records of Palm Beach County, Florida; or~~

~~2. Three (3) months after sales by Developer of ninety percent (90%) of the Total Apartments have been closed, which closings shall be evidenced by the recording of instruments of conveyance of Apartments to each of such Purchaser Members amongst the Public Records of Palm Beach County, Florida; or~~

~~3. When all of the Total Apartments have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold to Purchaser Members and none of the others are being offered for sale by the Developer in the ordinary course of business; or~~

~~4. When some of the Total Apartments have been conveyed to Purchaser Members and non of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or~~

~~5. One hundred twenty (120) days after sales by the Developer of seventy percent (70%) of the Total Apartments have been closed, which closings shall be evidenced by the recording of instruments of conveyance of Apartments to each of such Purchaser Members amongst the Public Records of Palm Beach County; or~~

~~6. Five (5) years the first Apartment has been conveyed to a Purchaser Member.~~

~~E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").~~

~~F. At the Majority Election Meeting, Purchaser Members shall elect two (2) of the Directors and the Developer, until the "Developer's Resignation Event" (as that term is described in Paragraph I. of this Article XI) shall be entitled to designate one (1) Director. The Developer reserves the right, until the Developer's Resignation Event to name the successor, if any, to any Director it has so designated. Of the two Directors to be elected by the Purchaser Members, one shall be a class 1 Director and one shall be a class 2 Director. The term of office of the class 1 Director shall expire at the next Annual Members' Meeting; the term of office of the class 2 Director shall expire at the next succeeding Annual Members' Meeting. Upon the expiration of the terms of office of the Directors classified above, their successors shall be elected for a term of two (2) years so that as near to one half of the number of Directors on the Board shall be elected annually.~~

~~G. The Board shall continue to be so designated and elected, as described in Paragraph F. above, at each subsequent Annual Members' Meeting.~~

~~H. The Initial Election Meeting (unless otherwise provided for herein) and the Majority Election Meeting shall be called by the Association, through its Board, within sixty (60) days after the Purchaser Members are entitled to elect a Director or the majority of Directors, as the case may be. A notice of meeting shall be forwarded to all~~

~~Members in accordance with the By Laws; provided, however, that the Members shall be given at least thirty (30) days but not more than forty (40) days notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by the Developer.~~

~~I. The Developer shall cause all of its designated Directors to resign when the Developer no longer holds at least five percent (5%) of the Total Apartments for sale in the ordinary course of business; however, the Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event". If upon the Developer's Resignation Event the Majority Election Meeting has already occurred, the Directors elected by Purchaser Members shall appoint a successor Developer's designated Director. This successor Director shall serve until successor who shall serve for a two year term. If upon the Developer's Resignation Event the Majority Election Meeting in accordance with the By Laws and the Act to elect successor Directors for the Directors appointed by the Developer. Of the two (2) Directors to be elected by the Members, one (1) shall be a class 1 Director and one (1) shall be a class 2 Director and the procedure described in Paragraph F. above shall be followed so that as near to one half (1/2) of the number of Directors on the Board shall be elected annually.~~

~~J. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, the Directors shall be elected by the members as their respective terms expire.~~

~~K. The resignation of a Director who has been elected or designated by the Developer or the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board shall remise, release, acquit, satisfy, and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor, heir or assign or the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon, or by reason of any matter, cause thing whatsoever through the day of such resignation.~~

~~\* \* \*~~