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**COR AMND/RESTATE/CORRECT OR O/D RESIGN  
ROYAL PALM POLO PROPERTY OWNERS ASSOCIATION, INC.**

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T. LEMIEUX  
10/15/2014

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**RESTATED ARTICLES OF INCORPORATION  
OF  
ROYAL PALM POLO PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a not for profit corporation pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1**

**NAME**

The name of the corporation is **ROYAL PALM POLO PROPERTY OWNERS ASSOCIATION, INC.** (the "Association").

**ARTICLE 2**

**PRINCIPAL OFFICE**

The principal office and mailing address of the Association shall be at 951 Broken Sound Parkway, Suite 180, Boca Raton, Florida 33487, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be designated by the Board of Directors.

**ARTICLE 3**

**DEFINITIONS**

Unless otherwise provided herein to the contrary, all capitalized terms used herein shall have the same definitions as those set forth in that certain Declaration of Covenants, Restrictions and Easements for Royal Palm Polo (said declaration as may be amended from time to time is hereinafter referred to as the "Declaration"), recorded or to be recorded in the Public Records of Palm Beach County, Florida.

**ARTICLE 4**

**PURPOSE AND POWERS OF THE ASSOCIATION**

4.1 This Association does not contemplate pecuniary gain or profit to its Members, and is formed for the purpose of providing for the maintenance, preservation and architectural control of the Units and Common Areas within that certain tract of land more particularly described in the Declaration and to promote the health, safety and welfare of the residents within Royal Palm Polo and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

The powers of the Association shall be subject to and exercised in accordance with the provisions of the Governing Documents. The Association shall have all of the powers and duties permitted by law, except as limited by the Governing Documents, and all of the powers and duties reasonably necessary to operate the Association.

4.2 Without limiting the generality of Section 9.5 of the Declaration, the Association shall own, maintain, repair, replace and operate the Surface Water Management System within Royal Palm

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Polo in a manner consistent with the South Florida Water Management District ("SFWMD") Permit requirements and applicable SFWMD rules. The costs of owning, maintaining, repairing, replacing and operating the Surface Water Management System shall be Common Expenses of Association and the Association shall levy and collect adequate Assessments for all costs of the Surface Water Management System. For the purposes of this Section, in performing "maintenance" of the Surface Water Management System, the Association shall exercise practices which allow the Surface Water Management System to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SFWMD. Any repair or replacement of any portion of the Surface Water Management System shall be performed in accordance with the Permit or, if modified, as approved in writing by SFWMD. In the event of termination, dissolution or liquidation of the Association, the transfer of the Permit and underlying responsibility for owning, maintaining, repairing, replacing and operating the Surface Water Management System shall be subject to the requirements set forth in Rules 40E-1.6105, 40E-1.6107, 40E-4.351 and 40E-4.38, Florida Administrative Code. SFWMD shall have the right to enforce the provisions of the Declaration which relate to owning, maintaining, repairing, replacing and operating the Surface Water Management System. The Association shall have the power to establish rules and regulations relating to the Surface Water Management System, to enforce the provisions of the Declaration which relate to the Surface Water Management System or to assist SFWMD in the enforcement of the Declaration which relate to the Surface Water Management System.

4.3 All funds and the title to 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 Governing Documents.

## ARTICLE 5

### MEMBERSHIP

Every Owner of a Unit which is subject to the Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a Unit merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

## ARTICLE 6

### VOTING RIGHTS

The voting rights of each Owner are set forth in the Declaration. All votes shall be exercised or cast in the manner provided by the Bylaws. Any Person owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

## ARTICLE 7

### BOARD OF DIRECTORS

7.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of Directors determined in the manner provided by the Bylaws.

7.2 Duties and Powers. All of the duties and powers of the Association under the Governing Documents shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

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7.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner, for the term and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

7.4 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in the same position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented, legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence, or a Committee if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a Director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

## ARTICLE 8

### OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers.

## ARTICLE 9

### DISSOLUTION

The Association may be dissolved with the approval of not less than two-thirds (2/3rds) of the Voting Interests represented at a duly called meeting of the Owners in person or by proxy at which a quorum has been attained. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or granted, conveyed and assigned to any not for profit corporation, association, trust or other organization devoted to similar purposes.

## ARTICLE 10

### DURATION

The Association shall exist perpetually.

## ARTICLE 11

### INCORPORATOR

The incorporator is Sandra E. Krumbein, Esq., whose address is c/o Shutts & Bowen LLP, 200 East Broward Boulevard, Suite 2100, Fort Lauderdale, Florida 33301.

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ARTICLE 12AMENDMENTS

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

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Adoption. These Articles may be amended in accordance with the procedures set forth in Article 13 of the Declaration.

12.3 Limitation. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant, a Builder or any Affiliate of the Declarant respectively without the prior written consent of whichever of them is affected.

12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Palm Beach County, Florida with a specific reference to the book and page of the Public Records where the Declaration was recorded which contained these Articles as an exhibit.

ARTICLE 13BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE 14INDEMNIFICATION

14.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by the Association) by reason of the fact that he is or was a Director, officer, committee member, employer or agent (each, an "Indemnatee") of the Association against liability incurred in connection with such proceeding, including any appeal thereof, 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, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, 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 interests of the Association.

14.2 Indemnification. The Association shall indemnify any person who was or is a party to any proceeding by the Association because the person is or was a Director, officer, committee member, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith

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and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Section with respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction shall determine that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which the court shall deem proper.

14.3 Indemnification for Expenses. To the extent that a Director, officer, committee member, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 14.1 or 14.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

14.4 Determination of Applicability. Any indemnification under Section 14.1 or 14.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case after a determination that indemnification of the Director, officer, committee member, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 14.1 or 14.2. Such determination shall be made:

14.4.1 By the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such proceeding;

14.4.2 If such a quorum is not obtainable, by majority vote of a Committee designated by the Board of Directors (in which Directors who are parties may vote on the members of the Committee) consisting solely of two or more Directors or Members who are not at the time parties to the proceeding;

14.4.3 By independent legal counsel selected:

14.4.3.1 by the Board of Directors as described in subsection 14.4.1 or the Committee prescribed in subsection 14.4.2, or

14.4.3.2 if a quorum of the Directors cannot be obtained for Subsection 14.4.1 and the Committee cannot be designated under Subsection 14.4.2, then by a majority of the Voting Interests of the Association who were not parties to such proceeding.

14.5 Advancing Expenses. Expenses incurred by an officer or Director in defending a civil or criminal proceeding may be paid by the Association prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of such Director, officer or committee member, to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

14.6 Exclusivity; Exclusions. The indemnification and advance of expenses provided pursuant to this Article 14 are not exclusive, and the Association may make any other or further indemnification or advance expenses of any of its Directors, officers, committee members, employees, or agents, under any bylaw, agreement, vote of Members or disinterested Directors, or otherwise. However, indemnification or advance of expenses shall not be made to or on behalf of any Director, officer, committee member, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

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14.6.1 A violation of the criminal law, unless the Director, officer, committee member, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

14.6.2 A transaction from which the Director, officer, committee member, employee, or agent derived an improper personal benefit; or

14.6.3 Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by the Association to procure a judgment in its favor or in a proceeding by the Members of the Association.

14.7 Continuing Effect. Indemnification and advance of expenses as provided in this Article 14 shall continue for a Person who has ceased to be a Director, officer, committee member, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a Person, unless otherwise provided when authorized or ratified.

14.8 Definitions. For purposes of this Article 14, the term "expenses" shall be deemed to include reasonable attorneys' fees, paraprofessional fees, and legal costs and expenses, including those for any appeals; the term "liability" shall be deemed to include any obligation to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, mediation, arbitration or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer.

14.9 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provision of this Article 14 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

## ARTICLE 15

### INITIAL REGISTERED AGENT

Corporation Company of Miami is hereby appointed as the initial registered agent of this Association.

IN WITNESS WHEREOF, the undersigned incorporator of this Association, has executed these Articles of Incorporation this 15<sup>th</sup> day of October, 2014.

  
Sandra E. Krumbein, Incorporator

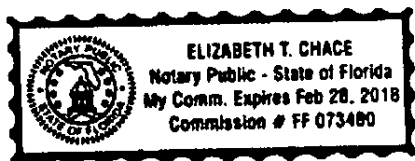
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STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of October, 2014,  
by SANDRA E. KRUMBEIN, who is ✓ personally known to me or has produced  
\_\_\_\_\_ as identification and did (did not) take an oath.

(NOTARY SEAL)



Elizabeth S. Chace  
(Notary Signature)

Elizabeth T. Chace  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. FF 073480

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**REGISTERED AGENT CERTIFICATE**

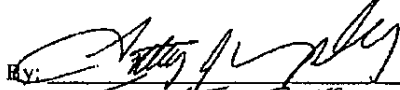
In pursuance of the Florida Not For Profit Corporation Act, the following is submitted, in compliance with said statute:

That Royal Palm Polo Property Owners Association, Inc. desiring to organize under the laws of the State of Florida has named Corporation Company of Miami, whose address is 201 S. Biscayne Boulevard, 1600 Miami Center (FTL/SEK), Miami, Florida 33131, as its registered agent to accept service of process and perform such other duties as are required in the State.

**ACKNOWLEDGMENT:**

Having been named to accept service of process and serve as registered agent for the above-stated Corporation, at the place designated in this Certificate, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provision of said statute relative in keeping open said office, and further states he is familiar with §617.0501, Florida Statutes.

CORPORATION COMPANY OF MIAMI

By:   
Name: Timothy J. Murphy  
Title: PCC - President

Dated: 10/14/2014

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