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**ARNSTEIN & LEHR LLP**  
ATTORNEYS AT LAW SINCE 1893

515 North Flagler Drive • Suite 600  
West Palm Beach, Florida 33401  
Phone 561.833.9800 • Fax 561.655.5551  
www.arnstein.com

Dana J. Walkup  
djwalkup@arnstein.com

June 22, 2015

**VIA UPS**

Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

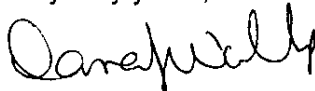
Re: Binks Pointe Homeowners Association, Inc.

Dear Sir/Madam:

Enclosed for filing with the Division of Corporations are Articles of Incorporation for Binks Pointe Homeowners Association, Inc., together with Check No. 2225 in the amount of \$78.75 representing the filing fee and for a certified copy of the Articles.

If you have any questions or require any further information, please feel free to contact me.

Very truly yours,



Dana J. Walkup

Enclosures

CHICAGO HOFFMAN ESTATES SPRINGFIELD MILWAUKEE  
FORT LAUDERDALE MIAMI TAMPA WEST PALM BEACH BOCA RATON  
Arnstein & Lehr LLP is a member of the International Lawyers Network



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 26, 2015

ARNSTEIN & LEHR LLP  
ATTN: DANA J. WALKUP  
515 N. FLAGLER DRIVE, SUITE 600  
WEST PALM BEACH, FL 33401

SUBJECT: BINKS POINTE HOMEOWNERS ASSOCIATION, INC.  
Ref. Number: W15000043998

We have received your document for BINKS POINTE HOMEOWNERS ASSOCIATION, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must list at least one incorporator with a complete business street address.

Please return the corrected original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Maryanne Dickey  
Regulatory Specialist II  
New Filing Section

Letter Number: 215A00013491

**ARTICLES OF INCORPORATION  
OF  
BINKS POINTE HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapters 720 Florida Statutes, the undersigned, who is a resident of the State of Florida and who is of full age, has this day voluntarily associated himself for the purpose of forming a corporation not-for-profit and does hereby certify:

**ARTICLE I  
NAME OF CORPORATION**

**Section 1.01.** The name of the corporation is:

**BINKS POINTE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE II  
PRINCIPAL OFFICE**

**Section 2.01.** The principal office of Binks Pointe Homeowners Association, Inc. is:

7711 N. Military Trail, Ste. 212  
Palm Beach Gardens, Florida 33410

**ARTICLE III  
REGISTERED AGENT**

**Section 3.01.** GERHARD H. SCHICKEDANZ, whose address is 7711 N. Military Trail, Suite 212, Palm Beach Gardens, Florida 33410, is hereby appointed the initial Registered Agent of Binks Pointe Homeowners Association, Inc.

**ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION**

**Section 4.01. Purposes.** Binks Pointe Homeowners Association, Inc. (the "Association") does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and Common Areas of Pointe, according to the plat thereof, to be recorded in the public records of Palm Beach County, Florida (hereinafter BINKS POINTE), and any replat of BINKS POINTE or any portion thereof, and to promote the health, safety and welfare of the residents within the above-described property as may hereafter brought within the jurisdiction of Binks Pointe Homeowners Association, Inc. for this purpose.

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Palm Beach County, Florida

**Section 4.02. Powers.** Binks Pointe Homeowners Association, Inc. shall have the following powers which shall be governed by the following provisions:

**4.02.01.** Binks Pointe Homeowners Association, Inc. shall have all of the common law and statutory powers of a non-profit corporation, which are not in conflict with the terms of these Articles, the Declaration of Restrictive Covenants, Conditions and Restrictions of Binks Pointe, or the Bylaws of the Association ("By Laws").

**4.02.02.** Binks Pointe Homeowners Association, Inc. shall have all of the powers and duties set forth in the Declaration, except as limited by these Articles, and all powers and duties reasonably necessary to operate and administer BINKS POINTE pursuant to the Declaration, including but not limited to the following:

**4.02.02.01.** Exercise all of the powers and privileges and to perform all of the duties and obligations of Binks Pointe Homeowners Association, Inc. as set forth in that certain Declaration of Restrictive Covenants, Conditions and Restrictions of Binks Pointe, hereinafter called the Declaration, applicable to the property, to be recorded in the public records of Palm Beach County, Florida, and as the same may be further amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

**4.02.02.02.** Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of Binks Pointe Homeowners Association, Inc., including all licenses, taxes or governmental charges levied or imposed against the property of Binks Pointe Homeowners Association, Inc.;

**4.02.02.03.** Collect bulk cable television payments for the benefit of cable television providers, if any;

**4.02.02.04.** Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of Binks Pointe Homeowners Association, Inc.;

**4.02.02.05.** Borrow money and with the assent of not less than two-thirds (2/3) of the Members, mortgage, pledge, deed in trust or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;

**4.02.02.06.** Dedicate, grant easements, sell or transfer all or any part of the Common Areas of BINKS POINTE to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by not less than two-thirds (2/3) of the Members, agreeing to such dedication, sale or transfer.

**4.02.02.07.** Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and

Common Area, provided that any such merger, consolidation or annexation shall have the assent of not less than two-thirds (2/3) of the Members;

**4.02.02.08.** To use the proceeds of assessments in the exercise of its powers and duties;

**4.02.02.09.** To maintain, repair, replace, manage and operate the property within BINKS POINTE as more fully described in the Declaration;

**4.02.02.10.** To purchase insurance for improvements within Binks Pointe including but not limited to Lot Structures and insurance for the protection of the Association, and its Members as more fully described in the Declaration;

**4.02.02.11.** To make and amend reasonable rules and regulations respecting the use of the properties at BINKS POINTE;

**4.02.02.12.** To enforce by legal means the provisions of the Declaration, these Articles of Incorporation, the Bylaws, and the rules and regulations, if any, for the use of the Properties within BINKS POINTE;

**4.02.02.13.** To contract for the management of the properties at BINKS POINTE and to delegate to such contractor all powers and duties of Association, except such as are specifically required by the Declaration to have the approval of Directors of the Association or the Members;

**4.02.02.14.** To employ personnel to perform the services required for proper operation of the Association;

**4.02.02.15.** To acquire or enter into (prior or subsequent to the recording of the Declaration) agreements whereby it acquires leaseholds, memberships or other possessory or use interest in real and personal property, including, but not limited to, recreational facilities intended to provide for the enjoyment, recreation or other use or benefit of its Members, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof;

**4.02.02.16.** To purchase Lots in BINKS POINTE and to acquire and hold, mortgage and convey the same, subject however to the provisions of the Declaration and Bylaws relative thereto; and

**4.02.02. 17.** Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law and Chapter 720 of the State of Florida by law may now or hereafter have or exercise.

**Section 4.03. Assets Held in Trust.** All funds and properties acquired by the Association, and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws the Association.

**Section 4.04. Limitation of Exercise of Powers.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

## **ARTICLE V MEMBERSHIP**

**Section 5.01.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot within BINKS POINTE shall be a member ("Member") of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot within BINKS POINTE.

## **ARTICLE VI VOTING RIGHTS**

**Section 6.01.** The Association shall have one (1) class of voting membership who shall be all persons or entities holding fee simple title to any Lot within BINKS POINTE and who shall be entitled to one (1) vote for each Lot owned by the Member, as to matters on which the membership is entitled to vote, which vote may be exercised or cast by the Member in such manner as may be provided in the Bylaws. When more than one (1) person holds the ownership interest required for membership, all such persons shall be Members and each vote shall be exercised as they, among themselves, determine; provided however, that in no event shall more than one (1) vote be cast with respect to each Lot. With respect to each Lot owned by other than a natural person or persons, the Member shall file with the Secretary of the Association, a notice designating the name of an individual who shall be authorized to cast the vote of the Member. In the absence of such designation, the Owner shall not be entitled to vote on any matters coming before the membership. The Declarant of the Declaration is exempt from this notice requirement. The manner of exercising voting rights shall be determined by the Bylaws.

## **ARTICLE VII BOARD OF DIRECTORS**

**Section 7.01. Board of Directors.** The affairs of the Association shall be managed by a Board of not less than three (3) Directors no more than 5 Directors, as determined by the then sitting Board of Directors no later than 90 days prior to an Annual Meeting. For as long as the Developer appoints Directors, the Directors need not be residents of BINKS POINTE. After the Turnover Date, all Directors must be residents of BINKS POINTE.

**Section 7.02. Election of Directors.** The Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws of the Association.

**Section 7.03. First Election of Directors.** The first annual election of Directors by the Members other than the Declarant, shall be held as set forth in Florida Statutes §720.307. The Directors named in these Articles shall serve until such election and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The transfer of control of the Association by the Declarant to the Members shall be as provided in the Declaration. At the first annual meeting, the Members shall elect three (3) Directors for a term of one (1) year each.

**Section 7.04. Initial Board of Directors.** The names and addresses of the members of the Initial Board of Directors who shall hold office at the pleasure of the Declarant are as follows:

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
Gerhard H. Schickedanz	7711 N. Military Trail, Suite 212 Palm Beach Gardens, FL 33410
Alexander J. Schickedanz	7711 N. Military Trail, Suite 212 Palm Beach Gardens, FL 33410
Suzanne Ruadez	7711 N. Military Trail, Suite 212 Palm Beach Gardens, FL 33410

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**Section 7.05. Term of Succeeding Directors.** Succeeding Directors serving on the Board of Directors shall hold office until qualified successors have taken office or been appointed by Declarant.

**Section 7.06. Eligibility to Vote.** A Member who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than 90 days is not eligible for Board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for Board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the board. The validity of any action by the board is not affected if it is later determined that a member of the Board is ineligible for board membership.

## **ARTICLE VIII OFFICERS**

**Section 8.01.** The affairs of the Association shall be determined by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first Board of Directors' meeting held after January 1<sup>st</sup> of each year and shall serve at the pleasure of the Board of



Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Gerhard H. Schickedanz  
7711 N. Military Trail, Suite 212  
Palm Beach Gardens, FL 33410

Vice President and  
Treasurer: Alexander J. Schickedanz  
7711 N. Military Trail, Suite 212  
Palm Beach Gardens, FL 33410

Secretary: Suzanne Ruadez  
7711 N. Military Trail, Suite 212  
Palm Beach Gardens, FL 33410

**Section 8.02. Election and Appointment of Officers.** The officers of the Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the Board of Directors' election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President and Vice President shall be Directors; other officers may or may not be Directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

## **ARTICLE IX DISSOLUTION**

**Section 9.01.** Binks Pointe Homeowners Association, Inc. may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. 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 the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purpose. The provisions of this Article IX shall be subject to any court supervised dissolution pursuant to Chapter 617, Florida Statutes.

## **ARTICLE X INDEMNIFICATION**

**Section 10.01. Indemnification.** Every Director and every Officer of Binks Pointe Homeowners Association, Inc. shall be indemnified by the Association against all expenses and liabilities,

including attorney fees, reasonably incurred by or imposed upon the Director or Officer in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests 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.

## **ARTICLE XI BYLAWS**

**Section 11.01. Bylaws.** The Bylaws of the Association shall be adopted by the Initial Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws.

## **ARTICLE XII DURATION**

**Section 12.01.** The corporation shall exist perpetually.

## **ARTICLE XIII AMENDMENTS**

**Section 13.01. Amendment by Members.** Until the first election of Directors other than the Declarant, these Articles may be amended by the Declarant. Thereafter any amendment of these Articles shall require the assent of not less than two-thirds of the Membership. Amendments shall be proposed by resolution approved by a majority of the Board of Directors.

**Section 13.02. Amendment by Declarant.** The Declarant may amend the Articles even after it is no longer in control of the Association, without the consent or approval of the Members, to correct any scrivener's error. In that regard, the Declarant shall be the sole judge of what constitutes a scrivener's error.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of Binks Pointe Homeowners Association, Inc. has executed these Articles this 15 day of June, 2015.

INCORPORATOR:

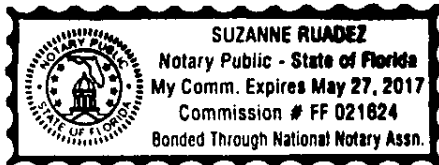
G. H. Schickedanz

GERHARD H. SCHICKEDANZ  
7711 N. Military Trail, Ste. 212  
Palm Beach Gardens, FL 33410

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by GERHARD H. SCHICKEDANZ, as incorporator of Binks Pointe Homeowners Association, Inc., a Florida non-profit corporation, who is personally known to me, this 15 day of June, 2015.

NOTARY PUBLIC:



(Notarial Stamp)

Suzanne Ruadez

Print Name:  
My Commission No.  
My Commission Expires:

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### CONSENT OF REGISTERED AGENT

Having been named as Registered Agent for the Corporation with offices as designated in the foregoing Articles of Incorporation, the undersigned accepts such designation.

REGISTERED AGENT:

  
GERHARD H. SCHICKENDANZ

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