

N35660



ACCOUNT NO. : 072100000032

REFERENCE : 759150 119622A

AUTHORIZATION : *Patricia Pujols*

COST LIMIT : \$ 35.00

ORDER DATE : July 11, 2000

ORDER TIME : 10:51 AM

ORDER NO. : 759150-005

CUSTOMER NO: -119622A

CUSTOMER: Gary D. Fields, Esq
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Palm Bch Garden, FL 33410

FILED
00 JUL 11 PM 1:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DOMESTIC AMENDMENT FILING

NAME: EAGLETON COVE HOMEOWNERS
ASSOCIATION, INC.

9000003319699--0

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Angie Glisar

EXAMINER'S INITIALS: CC

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00 JUL 11 AM 11:27
DEPARTMENT OF STATE
DIVISION OF CORPORATE AFFAIRS
TALLAHASSEE, FLORIDA

07-11-00

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00 JUL 11 PM 1:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED
ARTICLES OF INCORPORATION
OF EAGLETON COVE HOMEOWNERS ASSOCIATION, INC.

The Articles of Incorporation of Eagleton Cove Homeowners Association, Inc. (a corporation not for profit created pursuant to Chapter 617 of the Florida Statutes, as amended), filed December 14, 1989, are hereby amended to read in their entirety as follows: In compliance with the requirements of Florida Statutes, Chapter 617, Corporations Not for Profit, and the Articles of Incorporation of Eagleton Cove Homeowners Association, Inc, the Members of the Association hereby adopt the following Amended Articles of Incorporation for this corporation not for profit and do hereby certify:

ARTICLE I
NAME

The name of the corporation is **EAGLETON COVE HOMEOWNERS ASSOCIATION, INC.**, hereinafter called the "Association".

ARTICLE II
DURATION

The Association shall exist perpetually unless sooner dissolved by law.

ARTICLE III
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Declaration of Covenants, Restrictions and Easements for Eagleton Cove at PGA National (the "Declaration") recorded in the Public Records of Palm Beach County, Florida and as the same may be amended from time to time as therein provided, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV
COMMENCEMENT OF CORPORATE EXISTENCE

The corporate existence of the Association shall commence at the time these Articles of Incorporation are filed by the Department of State of the State of Florida.

ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Areas within that certain property referred to as EAGLETON COVE AT PGA NATIONAL, as described on Exhibit "A" attached hereto (the "Property"), and any additional contiguous real property within the PGA NATIONAL RESORT COMMUNITY in Palm Beach Gardens, Florida which may hereafter be brought under the provisions of the Declaration, and for this purpose to:

- A. Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration; and
- B. Fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; and
- C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, repair, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; and
- D. Borrow money, and with the assent of two-thirds (2/3) of Members, mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred by the Association; and
- E. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors. No such dedication or transfer shall be effective without attaining consent of two-thirds (2/3) of the Members of the Association to such dedication, sale or transfer, in writing or by a vote at a duly called meeting of the Association, and unless prior written consent is obtained from the PGA PROPERTY OWNERS ASSOCIATION, INC. (the "PGA POA") and from the Developer, for so long as the Developer owns one (1) Lot in the Project.
- F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional real property to the Project

pursuant to the terms and provisions of the Declaration; and

G. Have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise, or which may be necessary or incidental to the powers so conferred; and

H. Grant easements on or through the Common Areas or any portion thereof subject to the terms and provisions of the PGA National Declaration; and

I. Promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Association is organized; and

J. Contract for the management of the Association and delegate in such contract all or any part of the powers and duties of the Association, and contract for services to be provided to Owners such as, but not limited to, utilities services; and

K. Purchase insurance upon the Project or any part thereof and insurance for the protection of the Association, its officers, directors and Owners subject to the terms and provisions of the PGA National Declaration; and

L. Employ personnel to perform the services required for the proper operation of the Association.

The foregoing clauses shall be construed both as purposes and powers, and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any way the purposes and powers of the Association that may be granted by applicable laws and any amendments thereto.

ARTICLE VI

MEMBERSHIP AND VOTING

A. Membership.

1. This corporation shall issue no shares of stock of any kind or nature. Every person or entity who is or becomes a record Owner of a fee or undivided fee interest in any lot ("Lot") shall be a member ("Member") of the Association. The foregoing is not intended to include persons or entities who hold an interest in land merely as security for the performance of an obligation unless and until such holder of a security interest acquires title pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Membership shall be subject to the Declaration, and shall be restricted to the categories provided for herein and no other Members shall be admitted. Each Owner of a Lot within the Property shall become a Member of the Association upon title to the Lot being conveyed by deed to such Owner and upon the recording of said deed among the Public Records of Palm Beach County, Florida or upon a transfer of title by operation of law. Transfer of membership shall be established by the recording among the Public Records of Palm Beach County, Florida, of a warranty deed or other instrument establishing a record title to a Lot, the Owner or Owners designated by such instrument thereby becoming a

Member or Members of the Association; the membership of the prior Owner or Owners shall thereupon be terminated.

2. The interest of any Member in any part of the funds or assets of the Association cannot be conveyed, assigned, mortgaged, hypothecated or transferred in any manner except as an appurtenance to the said Lot owned by such Member. The directors of the Association may, after affording the Member an opportunity to be heard, suspend any person from voting and use of facilities of the Association during any period of time when there exists a violation by such Member of any provisions of the Declaration (including, but not limited to, the failure to make any payment of assessments, or otherwise, to the Association when due and payable).

B. Voting.

1. All votes shall be cast by the designated Members in accordance with Article XIV of the Declaration and Article III of the Bylaws as the same may be amended from time to time.

ARTICLE VII

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office is "300 Avenue of the Champions, Palm Beach Gardens, Florida and the name of the initial resident agent at such address is Susan M. Queen.

ARTICLE VIII

DIRECTORS

A. **Numbers and Qualifications.** The affairs of this Association shall be managed by a board of not less than three (3) nor more than nine (9) directors (the "Board of Directors"), who shall be Members of the Association. The number of Directors within the limits of not less than three (3) nor more than nine (9), may be changed by amendment of the Bylaws of the Association.

B. **Duties and Powers.** 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 of Directors, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

C. **Election; Removal.** 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 of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE IX
OFFICES AND TERMS

A. The affairs of the Association are to be managed by the following officers: President; one or more Vice Presidents; a Secretary; a Treasurer; and any assistants to such officers as the Board of Directors may deem appropriate from time to time.

B. Officers shall be elected for one year terms at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof or by unanimous written consent of the Board in the absence of a meeting.

ARTICLE X
PRINCIPAL AND MAILING ADDRESS

The address of the principal office of this corporation shall be 300 Avenue of the Champions, Palm Beach Gardens, Florida 33418.

ARTICLE XI
AMENDMENTS TO ARTICLES OF INCORPORATION

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

A. **Proposal.** Notice of the subject matter for proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. **Adoption.** The resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than two-thirds (2/3) of the Members of the Association. The approvals must be by not less than a majority of the votes of all the Members of the Association, in person or by proxy represented at a meeting at which a quorum thereof has been attained.

C. **Limitation.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Members, nor any changes in Article V or Article XIV of the Articles entitled "Powers" and "Indemnification", respectively, without the approval in writing of all Members.

D. **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.

ARTICLE XII

BYLAWS

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 XIII

ASSESSMENTS

The Board of Directors shall have the power of levy and assessment upon the fee simple interests in Lots which are included within the Property. All unpaid assessments thus levied by the Board of Directors shall be and remain a lien upon and against said Lots, until paid, provided such liens shall not be effective against any person, firm or corporation contracting, purchasing, extending credit upon or otherwise dealing with the Lot, unless and until notice of such lien is recorded by the Association among the Public Records of Palm Beach County, Florida. The cost of recording and of enforcement, including reasonable attorneys' fees, shall be added to the lien. In addition, said lien shall be subordinated to an Institutional First Mortgage, as defined in the Declaration, provided that such Institutional First Mortgage is recorded in the Public Records of Palm Beach County, Florida prior to the recording of the claim of lien by the Association.

ARTICLE XIV

INDEMNIFICATION

A. **Indemnity.** 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 action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor 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, that he had reasonable cause to believe this conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon 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 interest of the Association, and, with respect to any criminal action or proceeding, have reasonable cause to believe that his conduct was unlawful.

B. **Expenses.** 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 A above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and

appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. **Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the receipt of any undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XIV.

D. **Miscellaneous.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and 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 and personal representatives of such person.

E. **Insurance.** 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.

F. **Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article XIV may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XV **TRANSACTIONS IN WHICH DIRECTORS OR** **OFFICERS ARE INTERESTED**

No contract or transaction between the Association and one or more of its Directors or Officers or between the Association and any other corporation, partnership, association or other organization in which one or more of its officers or directors are officers or directors of this Association shall be invalid, void or voidable solely for this reason or solely because the officer or director is present at, or participates in, meetings of the board or committee thereof which authorized the contract or transaction, or solely because said officer's or director's votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said director or officer may be interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which meeting authorized the contract or transaction.

ARTICLE XVI **DISSOLUTION**

The Association may be dissolved by a unanimous vote of Members at any regular or special meeting; provided, however, that the proposed action is specifically set forth

in the notice of any such meeting, and that so long as Developer owns one (1) or more Lots in the Project, the Developer's written consent to the dissolution of the Association must first be obtained.

THE FOREGOING AMENDMENTS were adopted by majority vote of the Members of the Association at the annual meeting of the Association on the 6th day of March, 2000, pursuant to Article XI of the Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned President and Director have executed these Amended Articles of Incorporation this 26th day of May, 2000.

EAGLETON COVE HOMEOWNERS
ASSOCIATION, INC.

By: William Keppler
William Keppler, President/Director

Attest: Donald J. Currie
Donald J. Currie, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of May, 2000, by William Keppler, as President, and Donald J. Currie, as Secretary, respectively, of EAGLETON COVE HOMEOWNERS ASSOCIATION, INC., who are personally known to me or have produced as identification and who did take an oath.

Susan M. Queen
Notary Public
State of Florida

My Commission Expires:



EXHIBIT "A"

PGA Resort Community Plat of Eagleton Cove, as recorded in Plat Book 65, pages 96, 96a, and 97, inclusive, of the Public Records of Palm Beach County, Florida.