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C. CARROTHERS

# **SACHS SAX CAPLAN**

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STEVEN G. RAPPAPORT, ESQ.  
ALSO ADMITTED IN THE DISTRICT OF COLUMBIA  
srappaport@ssclawfirm.com

February 17, 2015

To: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Ibis Property Owners Association, Inc.

DOCUMENT NUMBER: N39275

Enclosed you will find Articles of Restatement for the Restated Articles of Incorporation for Ibis Property Owners Association, Inc.

Also enclosed is a check in the amount of \$35.00 made payable to the Florida Department of State for filing of same.

Please return all correspondence concerning this matter to the following:

Steven G. Rappaport, Esquire  
Sachs Sax Caplan, P.L.  
6111 Broken Sound Parkway NW, Suite 200  
Boca Raton, FL 33487  
Attention: Clara Garcia

For further information concerning this matter, please call Clara Garcia at (561) 237-6840.

Thank you.

**ARTICLES OF RESTATEMENT  
FOR THE  
RESTATED ARTICLES OF INCORPORATION  
FOR  
IBIS PROPERTY OWNERS ASSOCIATION, INC.**

FILED  
15 FEB 25 AM 10:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provision of Chapter 617 and 720 of the Florida Statutes, the undersigned corporation adopts the following Articles of Restatement to its Articles of Incorporation.

FIRST: The Restated Articles adopted are attached as Exhibit "A".

SECOND: There are no members entitled to vote on the Restated set of documents. The Restated Articles of Incorporation contain no additional amendments and is simply a restatement and consolidation of all of the currently existing provisions of the Articles of Incorporation, including all previously filed amendments, and was adopted by the Board of Directors on FEBRUARY 9, 2015.

DATED: FEBRUARY 9, 2015.

**IBIS PROPERTY OWNERS ASSOCIATION, INC.**

By:   
TOM ROHRER, President

By:   
JOEL LUBIN, Secretary

EXHIBIT C

RESTATED ARTICLES OF INCORPORATION

IBIS PROPERTY OWNERS ASSOCIATION INC.

The undersigned incorporator hereby adopts the following Articles of Incorporation for the purpose of forming a not-for-profit corporation under the "Florida Not-For-Profit Corporation Act."

ARTICLE I

CORPORATE NAME

The name of the Corporation shall be IBIS PROPERTY OWNERS ASSOCIATION, INC., (hereinafter the "Master Association").

The mailing address is: 9055 Ibis Boulevard, West Palm Beach, FL 33412<sup>1</sup>.

ARTICLE II

DURATION

The duration of the Corporation shall be perpetual.

ARTICLE III

DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Restrictions and Easements for IBIS GOLF AND COUNTY CLUB to be recorded in the Public Records of Palm Beach County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV

COMMENCEMENT OF CORPORATE EXISTENCE

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

ARTICLE V

PURPOSES AND POWERS

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<sup>1</sup>Current address included, original address per documents is 1555 Palm Beach Lakes Blvd., Suite 1100, West Palm Beach, Florida 33401.

The Master Association is not organized for pecuniary profit or financial gain, and no part of the Master Association's assets or income shall inure to the benefit of any Director, Officer or Member of the Master Association except as may be authorized by the Board of Directors in accordance with the terms and provisions of the Bylaws of the Master Association with respect to compensation of Directors, Officers or Members of the Master Association for the rendition of unusual or exceptional services to the Association.

The purposes for which the Master Association is formed, and the powers which may be exercised by the Board of Directors of the Master Association, are:

1. To own, operate, maintain, preserve or replace, and to provide architectural control over the Lots, Units, and Common Areas located on that certain parcel of real property situate in Palm Beach County, Florida, known as IBIS GOLF AND COUNTRY CLUB, and described in Exhibit "A" to the Declaration and to those Lots, Units and Common Areas that may be annexed or otherwise added to the Property from time to time pursuant to the Declaration; and

2. To acquire by gift, purchase or otherwise, own, build, improve, operate, repair, maintain and replace, lease, transfer, convey, or otherwise dispose of real property, buildings, improvements, fixtures and personal property in connection with the business and affairs of the Master Association; and

3. To dedicate, sell or transfer all or any part of, or any interest in the Common Areas to any public agency, taxing authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that such dedication, sale, or transfer is approved by a two-thirds (2/3) vote of the Board of Directors and prior written consent of the Declarant is obtained for so long as the Declarant owns one (1) Lot in the Property; and

4. To establish, levy, collect and enforce payment of all assessments and charges pursuant to the terms and provisions of the Declaration or Bylaws of the Master Association and to use the proceeds thereof in the exercise of its powers and duties; and

5. To pay all expenses in connection with and incident to the conduct of the business and affairs of the Master Association; and

6. To borrow money and to pledge, mortgage or hypothecate any or all of the real or personal property owned by the Master Association as security for money borrowed or debts incurred by the Master Association; and

7. To annex additional real property to the Property pursuant to the terms and provisions of the Declaration; and

8. To exercise such powers which are now or may hereafter be conferred by law upon a Master Association organized for the purposes set forth herein, or which may be necessary or incidental to the powers so conferred, including, but not limited to, all statutory powers of a not-for-profit corporation pursuant to Chapter 617, Fla. Stat., as well as all powers of a Homeowners Association pursuant to Chapter 720, Fla. Stat.; and

9. To grant easements on or through the Common Areas or any portion thereof; and
10. To exercise all of the powers and privileges, and to perform all of the duties and obligations, of the Master Association as set forth in the Declaration, as the same may be amended from time to time; and
11. To promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate the purposes for which the Master Association is organized, as well as governing the Common Areas and individual Lots, including all persons and improvements situated thereon; and
12. To contract for the management of the Master Association and to delegate in such contract all or any part of the powers and duties of the Master Association, and to contract for services to be provided to Owners such as, but not limited to, utilities services. In addition, the Board of Directors of the Association shall have the authority to delegate to management or to Ibis Public Safety the authority to enforce any provision of the Association's governing documents, including the Declaration, Bylaws, Articles of Incorporation or rules and regulations, as same may be amended from time to time, including, but not limited to, the authority to levy fines, Common Area use suspensions, and to issue traffic and vehicle violation citations as more fully provided in the Declaration; and
13. To purchase insurance upon the Property or any part thereof and insurance for the protection of the Master Association, its Officers, Directors and Owners; and
14. To employ personnel and contract with professionals including, but not limited to, attorneys, accountants, architects and engineers to perform the services required for the proper operation of the Master Association.
15. To appear through its authorized agents before any legislative, judicial, administrative or governmental body concerning matters affecting the Property and/or the Master 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 Master Association that may be granted by applicable law and any amendments thereto or otherwise conferred upon not-for-profit corporations by common law and the statutes of the State of Florida in effect from time to time.

## ARTICLE VI

### BOARD OF DIRECTORS

A. NUMBER AND QUALIFICATIONS. The business and affairs of the Master Association shall be managed and governed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be five (5). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws of the Master Association, but in no event shall there be less than five (5) Directors. Directors need not be Members of the Master Association.

B. DUTIES AND POWERS. All of the duties and powers of the Master 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 Master 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.

D. TERM OF INITIAL DIRECTORS. The Declarant shall appoint the members of the first Board of Directors who shall hold office for the periods described in the Bylaws.

E. INITIAL DIRECTORS. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws are as follows:

E. LLWYD ECCLESTONE JR.	1555 Palm Beach Lakes Blvd Suite 1100 West Palm Beach, FL 33401
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WILLIAM A. DEITZ	1555 Palm Beach Lakes Blvd Suite 1100 West Palm Beach, FL 33401
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THOMAS W. SANSBURY	1555 Palm Beach Lakes Blvd Suite 1100 West Palm Beach, FL 33401
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E. LLWYD ECCLESTONE, III	1555 Palm Beach Lakes Blvd Suite 1100 West Palm Beach, FL 33401
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COLIN WRIGHT	1555 Palm Beach Lakes Blvd Suite 1100 West Palm Beach, FL 33401
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## ARTICLE VII

### TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Master Association and one or more of its Directors or Officers or between the Master 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 Directors 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 Master 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 authorized the contract or transaction. In addition, any Director conflicts of interest shall be governed pursuant to Section 617.0832, Fla. Stat., as same may be amended from time to time. Further, compensation of Directors shall be prohibited as provided by Section 720.303(12), Fla. Stat., as same may be amended from time to time.

## ARTICLE VIII

### OFFICERS

The affairs of the Master 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 Master Association at its first meeting following the Annual Meeting of the Members of the Master Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of Officers, for filling vacancies and for the duties of the Officers. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

#### President

E. LLWYD ECCLESTONE JR.

1555 Palm Beach Lakes Blvd  
Suite 1100  
West Palm Beach, FL 33401

#### Vice President

THOMAS W. SANBURY

1555 Palm Beach Lakes Blvd  
Suite 1100  
West Palm Beach, FL 33401

#### Vice President

E. LLWYD ECCLESTONE, III

1555 Palm Beach Lakes Blvd  
Suite 1100  
West Palm Beach, FL 33401

#### Secretary

DENNIS SOLOMON

1555 Palm Beach Lakes Blvd  
Suite 1100  
West Palm Beach, FL 33401

#### Treasurer

WILLIAM A. DEITZ

1555 Palm Beach Lakes Blvd  
Suite 1100  
West Palm Beach, FL 33401



## ARTICLE IX

### MEMBERSHIP & VOTING

A. MEMBERSHIP. Every person or entity who is an Owner as defined in the Declaration, shall be a Member of the Master Association. Any person or entity who holds an interest in any Lot or Unit merely as security for the performance of an obligation shall not be a Member of the Master Association 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 or Unit which is subject to assessment by the Association. Each Owner shall become a Member of the Master Association upon title to the Lot or Unit 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 or Unit, the Owner or Owners designated by such instrument thereby becoming a Member or Members of the Master Association and the membership of the prior Owner or Owners thereupon being terminated.

B. VOTING. All votes shall be cast by Members in accordance with Article III of the Declaration as the same may be amended from time to time. In addition, whenever the approval, consent or decision of the Owners is required for any matter pursuant to the Declaration, the Articles of Incorporation or the Bylaws, such approval, consent or decision shall be made by a majority of the votes of the Owners present, in person or by proxy, at a duly called meeting of the Association at which a quorum has been attained, in accordance with the Articles of Incorporation and the Bylaws, except for matters where a greater voting percentage is specified pursuant to this Declaration, the Articles of Incorporation or the Bylaws of the Association.

## ARTICLE X

### AMENDMENT

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 a majority of the Members of the Master Association. The approvals must be by not less than a majority of the Members of the Master Association present and voting, in person or by proxy, at a meeting at which a quorum thereof has been attained. In the alternative, amendments may be approved by the written consent of the Members in lieu of a meeting pursuant to the procedures set forth in Section 617.0701, Fla. Stat.

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 XIII of the Articles entitled "Purposes and Powers" and "Indemnification,"

respectively, without the approval in writing of all Members. No amendment shall be made that is in conflict with the Declaration or Bylaws, nor shall any amendment make changes which would in any way affect the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant, or an affiliate of the Declarant, unless the Declarant shall join in the execution of the amendment. Notwithstanding anything to the contrary contained herein, until Declarant has turned over control of the Master Association as provided in Article XII of the Declaration, no amendment to these Articles shall be effective unless the Declarant shall consent to and join in the execution of the amendment. No amendment to this Paragraph C of Article X shall be effective.

D. DECLARANT AMENDMENT. The Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone, including, but not limited to, Declarant's amendment to correct any scrivener's error as determined by Declarant in its sole discretion.

E. 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 XI

### BYLAWS

The first Bylaws of the Master 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 XII

### INCORPORATOR

The name and address of the incorporator of the Association is:

Name	Address
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E. LLWYD ECCLESTONE, JR.	1555 Palm Beach Lakes Blvd. Suite 1100 West Palm Beach, Florida 33401
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## ARTICLE XIII

### INDEMNIFICATION

A. INDEMNITY. The Master Association shall indemnify, hold harmless and agrees to defend any person (hereinafter, referred to as "Indemnitee") 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 Master 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 Indemnatee, that he was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Master Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his 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 was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Master Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. AGREEMENT TO DEFEND. To the extent that a Director, Officer, employee or agent of the Master Association 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, Officer, employee or agent of the Master Association, the Master Association hereby agrees to defend and provide counsel to such Indemnatee and shall advance all attorneys fees and costs at all pretrial, trial and appellate levels. In the event retainers for attorneys' fees and/or costs are necessary to be provided, the Master Association shall advance such retainers, as well as having full responsibility for payment of attorneys' fees and costs that may be billed or otherwise become due during the pendency of any action, suit or proceeding or in advance of same in the event such action, suit or proceeding is threatened. The Indemnatee shall have the right of approval of any attorneys proposed to represent said Indemnatee. The agreement to defend provided for in this section shall be in addition and not in lieu of such other rights of reimbursement, indemnification and hold harmless provisions existing under this Article or any other provisions of the Articles and Bylaws of the Master Association, the Declaration and as elsewhere provided by law.

C. EXPENSES. To the extent that a Director, Officer, employee or agent of the Master 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. Any costs or expenses incurred by the Master Association in implementing any of the provisions of this Article XIII shall be fully assessable against Owners as General Expenses of the Master Association.

D. ADVANCES. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Master Association in advance of the final disposition of such action, suit or proceeding, as provided hereinabove, 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 Master Association as authorized in this Article XIII, in which event, the Indemnatee shall reimburse the Master Association for all attorneys' fees and costs advanced by it on behalf of the Indemnatee.

E. 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, Florida law, 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.

F. INSURANCE. The Master 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 Master Association, or is or was serving, at the request of the Master 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 Master Association would have the power to indemnify him against such liability under the provisions of this Article.

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

#### ARTICLE XIV

##### SELF DEALING; VALIDITY OF AGREEMENT AND WAIVER OF CLAIMS

A. SELF DEALING. No contract, agreement or undertaking of any sort between or among the Master Association, Directors, Officers, Members or the Declarant shall be invalidated or affected by reason that any of them hold the same or similar positions with another condominium, homeowners or property owners association within the Property or that they are financially interested in the transaction or that they are employed by the Declarant.

B. VALIDITY OF AGREEMENT. No contract, agreement or undertaking of any sort between the Master Association and any entity or individual shall be invalidated or affected by reason that the Master Association, its Directors, Officers, the Declarant, its agents or employees hold a financial interest in or with the individual or entity.

C. WAIVER OF CLAIMS. By acquisition of a Lot or Unit, or any interest therein, within the Property, each and every individual or entity, of whatsoever kind or nature, thereby waives any claim for damages or other relief grounded in tort, contract or equity arising out of the negotiation, execution, performance and enforcement of contracts, agreements or undertakings described above, that may accrue at the time of purchase or thereafter against the Master Association, its Directors, Officers, Members, the Declarant, its agents or employees.

#### ARTICLE XV

##### DISSOLUTION

The Master Association may be dissolved by a unanimous vote of Voting Representatives 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 Declarant owns one (1) or more Lots in the Property, the Declarant's written consent to the dissolution of the Master Association must first be obtained. In the event of the dissolution of this Master Association or any successor entity hereto, all Master Association property and maintenance obligations attributable to the Master Association shall be transferred to either a successor entity or an appropriate governmental body for the purposes of continuing the maintenance responsibilities originally performed by the Master Association or its successors in accordance with the terms and

provisions of the Declaration.

ARTICLE XVI

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Master Association is:

NCNB Tower, Suite 1100  
1555 Palm Beach Lakes Boulevard  
West Palm Beach, Florida 33401

and the name of the initial registered agent of the Master Association at said address is:

DENNIS M. SOLOMON, ESQUIRE

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation  
on this \_\_\_\_\_ day of July, 1990.

E. LLwyd Ecclestone, Jr.  
Incorporator

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Before me this \_\_\_\_ day of \_\_\_\_\_, 1990, personally appeared E. LLWYD  
ECCLESTONE, JR., to me well known and known to me to be the person described in and who  
executed the foregoing Articles of Incorporation, and he acknowledged to and before me that he  
executed said instrument for the purposes therein expressed.

(Notary Seal)

Notary Public  
State of Florida  
My commission expires:

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON  
WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

First, that desiring to organize under the laws of the State of Florida, the corporation named in the foregoing Articles of Incorporation has named DENNIS M. SOLOMON whose address is: NCNB Tower, Suite 1100, 1555 Palm Beach Lakes Boulevard, West Palm Beach, Florida 33401, County of Palm Beach, State of Florida, as its statutory registered agent.

Having been named statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this 26 day of July, 1990.

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DENNIS M. SOLOMON, ESQUIRE  
Registered Agent