

N39275

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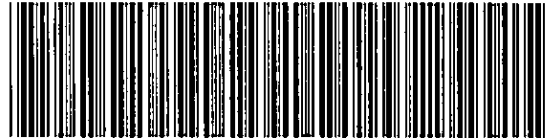
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LOUIS CAPLAN, ESQ.
lcaplan@ssclawfirm.com

April 1, 2022

Amendment Section
Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: The Club at Ibis Property Owners' Association, Inc.

Document Number: N39275

**Articles of Amendment to the Articles of Incorporation for the Third
Amended and Restated Articles of Incorporation of The Club at Ibis
Property Owners' Association, Inc.**

To Whom It May Concern:

The enclosed *Articles of Amendment to the Articles of Incorporation for the Third Amended and Restated Articles of Incorporation of The Club at Ibis Property Owners' Association, Inc.*, are submitted for filing. Also enclosed is a check for the filing fee in the amount of \$35.00 made payable to the Florida Department of State.

Should you have any questions regarding the filing of this document, please contact Clara Garcia at (561) 237-6840.

Very truly yours,

SACHS SAX CAPLAN, PL.

Louis Caplan

LOUIS CAPLAN

LC/chg
Enclosure

EXHIBIT "B"

**SECOND-THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
THE CLUB AT IBIS PROPERTY OWNERS' ASSOCIATION, INC.**

Pursuant to §617.1101, et seq., of the Florida Not For Profit Corporation Act, Ibis Golf & Country Club, Inc. (the "Club"), a Florida not for profit corporation, was merged with and into Ibis Property Owners Association, Inc. (the "POA"), a Florida not for profit corporation, pursuant to a Plan of Merger, dated October 31, 2021 (the "Plan of Merger"). As part of the Plan of Merger, the requisite number of members and Board of Directors of each of the Club and the POA approved the following ~~Second~~ Amended and Restated Articles of Incorporation of The Club at Ibis Property Owners' Association, Inc., amending and restating in its entirety the prior Amended and Restated Articles of Incorporation of Ibis Property Owners Association, Inc. and changing the POA's name to The Club at Ibis Property Owners' Association, Inc. For ease of reference, the merger of the Club and POA shall be referred to throughout as the "Merger".

All definitions set forth in the ~~Second-Third~~ Amended and Restated Declaration of Covenants, Restrictions, and Easements for The Club at Ibis Property Owners' Association, Inc. (the "Declaration") are hereby adopted by reference as though set forth herein verbatim. Also, the Master Association is sometimes referred to herein as the "Corporation".

The Master Association was incorporated and formed as a Florida not-for-profit corporation and homeowners' association. The Master Association is governed by Chapters 720 and 617, Florida Statutes, as amended from time to time.

**ARTICLE I
CORPORATE NAME**

The name of the Corporation shall be The Club at Ibis Property Owners' Association, Inc.

The mailing address is: 8225 Ibis Boulevard, West Palm Beach, FL 33412

**ARTICLE II
DURATION**

The duration of the Corporation shall be perpetual.

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PALM BEACH, FL

ARTICLE III DEFINITIONS

As provided above, the terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, 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 commenced at the time the original Articles of Incorporation were filed by the Community's developer in the Department of State of the State of Florida.

ARTICLE V PURPOSES AND POWERS

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, Association Member, or Club Member except as may be authorized by the Board of Directors in accordance with the terms and provisions of the By-Laws with respect to compensation.

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 set forth within Article IV, Section 14 of the By-Laws. In addition, the Master Association shall have any other powers which are necessary, proper, convenient, and/or incidental to carry out its purposes.

ARTICLE VI BOARD OF DIRECTORS

A. NUMBER. The business and affairs of the Master Association shall be managed and governed by a Board of Directors. The number of Directors constituting the Board of Directors shall be set forth in the By-Laws.

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 Association Members and Club Members when such approval is specifically required.

C. ELECTION; REMOVAL. Directors of the Master Association shall be elected at the Annual Meeting in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the

manner provided by the By-Laws.

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 Master Association shall be invalid, void, or voidable solely for this reason or solely because the Officer or Director is present at 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 Sections 720.3033(2) and 617.0832, Fla. Stat., each 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 By-Laws. The Officers shall be elected by the Board of Directors of the Master Association at its first meeting following the Annual Meeting and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal of Officers, for filling vacancies and for the duties of the Officers.

ARTICLE IX
MEMBERSHIP & VOTING

A. ASSOCIATION MEMBERSHIP. Every person or entity who is an Owner as defined in the Declaration, shall be an Association Member. 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 an Association Member unless and until such holder of a security interest acquires title pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure. Status as an Association Member shall be appurtenant to and may not be separated from ownership of any Lot or Unit which is subject to Annual Assessments. Each Owner shall become an Association Member upon title to the Lot or Unit being conveyed to such Owner and upon the recording of said conveyance among the Public Records of Palm Beach County, Florida, or upon a transfer of title by operation of law.

B. CLUB MEMBERSHIP. Subject only to exemptions and exceptions set forth in Article XI, Section 4 of the Declaration, all Owners who acquire title to a Lot or Unit after November 1, 2007, shall automatically become Club Members coinciding with acquiring title. Club Members shall have a license or have easement rights to use and enjoy the Club Facilities corresponding with their categories of Club Membership. Club Members shall also be responsible for paying Club Assessments corresponding with their categories of Club Membership. Non-Club Members are defined in Article I, Section 35 of the Declaration. No Owner who acquired title to his or her Lot or Unit after November 1, 2007, may elect to be a Non-Club Member.

C. VOTING. All votes shall be cast in accordance with Article III of the Declaration. In addition, whenever the approval, consent, or decision of the Association Members and/or Club Members is required for any matter pursuant to the Declaration, the Articles, or the By-Laws, such approval, consent, or decision shall be made by a majority of the votes of the Association Members or Club Members cast in person or by proxy at a duly called meeting of the Master Association at which a quorum has been attained, in accordance with the Articles of Incorporation and the By-Laws, except for matters where a greater voting percentage is specified pursuant to this Declaration, the Articles, or the By-Laws.

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 Association Members. The approvals must be by not less than a majority of the Association Members 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 Association Members in lieu of a meeting pursuant to the procedures set forth in Section 617.0701, Fla. Stat. and as further provided in the By-Laws.

C. LIMITATION. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Association Members, nor any changes in Article V or Article XIII of the Articles entitled "Purposes and Powers" and "Indemnification," respectively, without the approval of the Association Members by the approval threshold specific in Section B above. No amendment shall be made that is in conflict with the Declaration.

D. SCRIVENER'S ERROR AMENDMENTS. The Master Association, through a vote of the Board of Directors alone, shall have the authority to amend these Articles to correct any scrivener's error as determined by the Board of Directors 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 BY-LAWS

The first By-Laws of the Master Association may be altered, amended, or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE XII INCORPORATOR

The name and address of the incorporator of the Master Association was:

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

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 or she~~ he is or was a Director, employee, Officer, committee member, 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 or her 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 or she~~ he was grossly negligent or that ~~he or she~~ 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 or she~~ 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 or she~~ 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 or her conduct was unlawful.

B. AGREEMENT TO DEFEND. To the extent that a Director, Officer, committee member, 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 or she~~ he is or was a Director, Officer, committee member, employee, or agent of the Master Association, the Master Association hereby agrees to defend and provide counsel to such Indemnitee 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 Master Association as the indemnitor shall have the right of approval of any attorneys proposed to represent said Indemnitee, its Directors, Officers, committee members, employees or agents. 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 By-Laws, the Declaration, and as elsewhere provided by law.

C. EXPENSES. To the extent that a Director, Officer, committee member, 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 or she~~ he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her 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 as General Expenses.

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, committee member, employee, or agent unless it shall ultimately be determined that ~~he or she~~ he is not entitled to be indemnified by the Master Association as authorized in this Article XIII, in which event, the Indemnitee shall reimburse the Master Association for all attorneys' fees and costs advanced by it on behalf of the Indemnitee.

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 Association Members, Florida law, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, committee member, 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, committee member, employee, or agent of the Master Association, or is or was serving, at the request of the Master Association, as a Director, Officer, committee member, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Master Association would have the power to indemnify him or her 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, Association Members or Club Members 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 Community.

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, 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 Community, 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 through the time of purchase against the Master Association, its Directors, Officers, Association Members or Club Members, 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

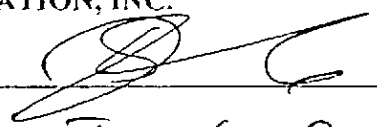
forth in the notice of any such meeting. In the event of the dissolution of this Master Association or any successor entity hereto, all Master Association property and maintenance obligations attributable to the Master Association shall be transferred to either a successor entity or an appropriate governmental 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. In the event that there is a sale of the Master Association property as a result of dissolution, only Club Members shall be entitled to distributions of the proceeds of the sale of Club Facilities, and the priority of distribution of the proceeds thereon shall be proportionate to the class of membership held. Non-member residents shall be entitled to share in the proceeds from the sale of Common Property pari-passu with Club Members.

ARTICLE XVI
REGISTERED OFFICE AND AGENT

The street address of the registered office of the Master Association is:
Associated Corporate Services, LLC
6111 Broken Sound Parkway NW, Suite 200
Boca Raton, Florida 33487

IN WITNESS WHEREOF, the undersigned has executed these ~~Second~~ Third Amended and Restated Articles of Incorporation on this 31 day of March, 2022.

THE CLUB AT IBIS PROPERTY OWNERS'
ASSOCIATION, INC.

By:  _____

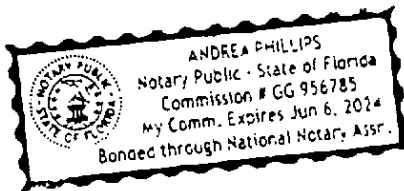
Print Name: JEAN-GUY BRUNELLE

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 31 day of March, 2024 ~~2022~~, by Jean-Luc Brunelle who is 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)



A handwritten signature in cursive script, appearing to read 'J. Phillips', written over a horizontal line.

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 ~~Second~~ Third Amended and Restated Articles of Incorporation has named Associated Corporate Services, LLC, 6111 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487, 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 28th day of March, 2022

ASSOCIATED CORPORATE SERVICES, LLC

BY: _____


LOUIS CAPLAN, ESQUIRE

as authorized signatory for
Associated Corporate Services, LLC.
Registered Agent

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
FOR THE THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF THE CLUB AT IBIS PROPERTY OWNERS' ASSOCIATION, INC.**

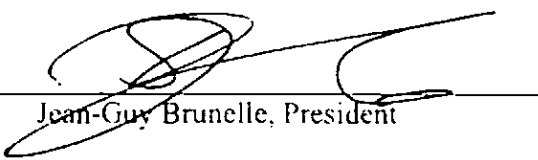
Pursuant to the provision of Chapter 617 and 720 of the Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The amendments adopted are attached to this certificate.

SECOND: On March 23, 2022, the above amendments were adopted by the members and the number of votes cast for the amendment was sufficient for approval.

**THE CLUB AT IBIS PROPERTY OWNERS'
ASSOCIATION, INC.**

By: _____


Jean-Guy Brunelle, President

By: _____


Wayne Crowder, Secretary