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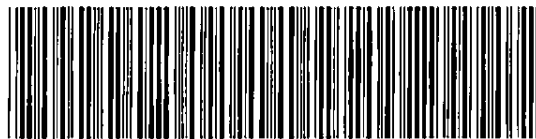
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FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 23, 2024

CHERRY EDGAR & SMITH, P.A.
ATTN ROBYN O BRIEN
8409 N MILITARY TRAIL SUITE 123
PALM BEACH GARDEN,

SUBJECT: FALCON GREEN HOMEOWNERS ASSOCIATION, INC.
Ref. Number: N95000000228

We have received your document for FALCON GREEN HOMEOWNERS ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The date of adoption of each amendment must be included in the document.

The document must be signed by the chairman, any vice chairman of the board of directors, its president, or another of its officers listed.

Please return 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) 245-6050.

SHANTELL BROWN
Regulatory Specialist II

Letter Number: 224A00016130

*rec'd
8/12
State crushed
check July 5th*



CHERRY,
EDGAR &
SMITH, P.A.

ATTORNEYS AT LAW

8409 N. MILITARY TRAIL - SUITE 123
PALM BEACH GARDENS, FL 33410
P: (561) 471-7767
F: (561) 471-7974

WWW.CHERRYEDGARLAW.COM

August 13, 2024

Amendment Section Division of Corporations
The Centre of Tallahassee
1415 N. Monroe Street, Suite 810
ATTN: Shantal Brown
Tallahassee, FL 32303

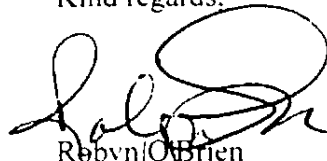
RE: FALCON GREEN HOMEOWNERS ASSOCIATION, INC.
DOCUMENT NUMBER N95000000228

Dear Ms. Brown:

We sent in this initial documentation on June 28, 2024 for the attached Articles of Amendment for the referenced association. The filing was rejected and we are now resubmitting the forms with the signature that was required.

The State cashed the check in the amount of \$35.00 on July 5th, therefore, another check is not enclosed. Please call me if you have any questions.

Kind regards,


Rebyn O'Brien
RE Paralegal

2024 AUG 13 11:13

FIRST AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
FALCON GREEN HOMEOWNERS ASSOCIATION, INC.

Pursuant to Chapter 617.1101, et seq., of the Florida Not For Profit Corporation Act, Falcon Green Homeowners Association, Inc. (the "Association"), a Florida not-for-profit corporation has amended and restated its articles of incorporation by a vote of the requisite number of owners with a concurring approval of The Club At Ibis Property Owner's Association, Inc. (The Master Association) as required by covenant.

All definitions set forth in the First Amended and Restated Declaration of Covenants, Restrictions and Easements (Declaration) for the Falcon Green Homeowners Association, Inc., as amended, are hereby adopted by reference as though set forth herein verbatim.

The Association was incorporated and formed as a Florida not-for-profit corporation and homeowners' association. The 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 is FALCON GREEN HOMEOWNERS ASSOCIATION, INC. hereinafter called the "Association", whose corporate address is 612 Orange Avenue, Building C-4, Jupiter, Florida 33458. Such corporate office address may change from time to time to coincide with changes in registered agents acting in that capacity for the Board of Directors of the Association.

ARTICLE II
DURATION

The duration of the Association shall be perpetual.

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, as amended, unless herein provided to the contrary, or unless context otherwise requires.

ARTICLE IV
COMMENCEMENT OF CORPORATE EXISTENCE

The corporate existence of the Association commenced at the time the original Articles of Incorporation were filed with the Department of State of the State of Florida on January 17, 1995.

ARTICLE V
PURPOSES AND POWERS

The Association is not organized for pecuniary profit or financial gain, and no part of the HOA's assets or income shall inure to the benefit of any Director, Officer or HOA member. The purposes for which Association is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Areas within that certain property referred to as Falcon Green, as described on Exhibit "A" attached hereto (the "Property"), and any additional real property within The Club at Ibis Property Owners' Association, Inc. hereinafter known as the "Master Association" in West Palm Beach, Florida.

and shall have any other powers which are necessary, proper, convenient, and/or incidental to carry out its purposes. Those powers will include:

- 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, including, but not limited to making and establishing rules and regulations (the "Rules and Regulations") as are necessary or desirable to govern the use of the Property; and
- B. Fix, establish, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, the Articles and Bylaws, 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 charged 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, buildings, improvements, fixtures, 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 to execute promissory notes and other loan documents related to any such borrowing; 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 CLUB AT IBIS PROPERTY OWNERS ASSOCIATION, INC. (the "Master Association").
- F. Participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional real property to Falcon Green Drive 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 State of Florida Homeowners Association Act, to wit: FSA 720 et seq. and/or the Not-For-Profit Corporations Act, to wit: FSA 617 et seq. the terms of which shall be deemed to have been incorporated herein, or by law which may now or hereafter have been exercised 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 Master Association Declaration, and to grant waivers or variances for encroachments into set-back lines or requirements and other matters, for good cause shown, in the discretion of the Board; 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 for the benefit of Owners such as, but not limited to, landscape services, roof cleaning, painting, utilities services and other such services required under the Declaration or as approved by the board or owners to be a part of Common expenses of the HOA; and

K. Purchase insurance upon the Common Area property or any part thereof and insurance for protection of the Association, its officers, directors and owners subject to the terms of provisions of the Master Association 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. Association Membership. 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 shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest in land merely as security 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 under the Declaration. Membership shall be subject to the Declaration and shall be restricted to the categories provided for therein 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 as grantees thereby becoming a Member or Members of the Association; the membership of the prior Owner or Owners shall thereupon be terminated.

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 by a Member, 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 all or a portion of the facilities of the Association (except ingress and egress to such Member's Lot) 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 such payments are due and payable).

B. Voting. All votes shall be cast by the designated Members in accordance with Article XII of the Declaration and Article III or the Bylaws, as the same may be amended from time to time. In addition, whenever the approval, consent, or decision of the Association Members is required for any matter pursuant to the Declaration, The Articles, or the Bylaws, such approval, consent, or decision shall be made by a majority of the votes of the Association Members cast 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 by Bylaws, except for matters where a greater voting percentage is specified pursuant to this Declaration, Articles or the Bylaws.

ARTICLE VII REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office is 612 Orange Avenue, Building C-4, Jupiter, Florida 33458. And the name of the resident agent is Realtime Property Management at such address. The registered

office and agent may change from time to time and appropriate filings with the Secretary of State will be made as those occur.

ARTICLE VIII BOARD OF DIRECTORS

- A. Numbers and qualifications. The business and affairs of this Association shall be managed and governed by a board of not less than three (3) nor more than five (5) directors (the "Board"), who must be a Member 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, 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 of the Board shall be filled in the manner provided for in the Bylaws.

ARTICLE IX OFFICERS AND TERMS

- A. The affairs of the Association shall be administered by the Officers holding offices designated in the Bylaws. Those officers should include a President; a Vice President; a Secretary; a Treasurer, and any assistants to such officers as the Board may deem appropriate from time to time.
- B. Officers shall be elected for one-year terms at each annual meeting of the Board and shall hold office at the pleasure of the board. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board, 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 AMENDMENT

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

- A. Proposal. Notice of the subject matter for the 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 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 XIII of these 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 to these Articles shall be effective without the prior written consent of the Master Association. No amendment shall be made that is in conflict with the Declaration.

- D. Scrivener's Error Amendments. The 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 among the Public Records of Palm Beach County, Florida.

ARTICLE XI BYLAWS

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

ARTICLE XII ASSESSMENTS

The Board shall have the power of levy and assessment upon the fee simple interests in Lots and other real property which are included within the Property. All unpaid assessments thus levied by the Board shall be and remain a lien upon and against said Lots and property, until paid, provided such liens shall not be effective against any person, firm, corporation or other entity contracting, purchasing, extending credit upon or otherwise dealing with the Lot or other property, unless and until such notice of such lien is recorded 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 among the Public Records of Palm Beach County, Florida, prior to the recording of the claim of lien by the Association.

ARTICLE XIII INDEMNIFICATION

- A. Indemnity. The Association shall indemnify, hold harmless, and agrees to defend any person (hereinafter, referred to as "Indemnatee") 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 is or was a Director, employee, Officer, committee member, 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 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 was grossly negligent or that he or she acted willfully or wantonly in disregard of the interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe the 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 acted willfully or wantonly in disregard of the interests of the 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 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 is or was a Director, Officer, committee member, employee, or agent of the Association, the Association 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 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 of such action, suit, or proceeding is threatened. The 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 to 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, Bylaws, the Declaration, and as elsewhere provided by law.

- C. 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 action, suit or proceeding referred to in Paragraph A, above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith. Any costs or expenses incurred by the Association in implementing any of the provisions of this Article XIII shall be fully assessable against Owners as Common Expenses of the Association.
- D. 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 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 is not entitled to be indemnified by the Association as authorized in this Article XIII, in which event, the Indemnitee, shall reimburse the 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. However, the Indemnification provisions set forth in this Article shall not apply in the event of a finding by a majority of the officers of the Association that the person(s) seeking indemnification violated the Self-dealing provisions of Article XIV, as amended.
- F. Insurance. The Association shall purchase and maintain insurance or fidelity bond on behalf of any person who is or was a Director, Officer, committee member, employee or agent of the Association, or is or was serving, at the request of the 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 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 XIV may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendments.

ARTICLE XIV SELF DEALING, VALIDITY OF AGREEMENT AND WAIVER OF CLAIMS

Self-Dealing. No contract, agreement or undertaking of any sort between or among the Association, Directors, Officers or Association Members (including spouses and other family members) or Master Association Members shall be executed with an entity with whom any Director, Officer or Association member (including spouses and other family members) now or in the past shall have had a financial or reciprocal interest without having fully disclosed that relationship and received approval from a majority of the officers of the Association.

ARTICLE XV
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. In the event of the dissolution of the Association or any successor entity hereto, all Association property and maintenance obligations attributable to the 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 Association or its successors in accordance with the terms and provisions of the Declaration.

ARTICLE XVI
SEVERABILITY OF FIRST AMENDED AND RESTATED ARTICLES
VALIDITY OF FIRST AMENDED AND RESTATED ARTICLES

Any provision of the First Amended and Restated Articles of Incorporation which may be deemed invalid, unlawful and/or unenforceable pursuant to the Laws of the State of Florida shall not render invalid, unlawful and/or unenforceable the remaining terms thereof.

IN WITNESS WHEREOF, the undersigned, Association has executed these First Amended and Restated Articles of Incorporation under the laws of the State of Florida, this 1st day of February, 2024.

FALCON GREEN HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: John M. Harris
John M. Harris, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of May, 2024, by John M. Harris, as President of FALCON GREEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is ☐ personally known to me or ☒ has produced a FL Drivers License as identification.

(Notary Seal)



Jodee L. Buck
Notary Public State of Florida
Name Printed: Jodee L. Buck
My Commission Expires: 11-19-2026
Commission No.: HH 302474

Lined area for text entry.

The date of each amendment(s) adoption: 5/13/24, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

May 13, 2024

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

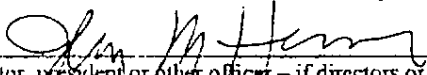
Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____"
(voting group)

Dated 6/28/2024

Signature 
(By a director, president or other officer -- if directors or officers have not been selected, by an incorporator -- if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

JOHN M. HARRIS

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)