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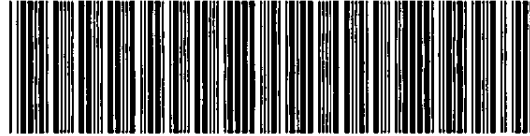
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**BECKER &  
POLIAKOFF**

Mark D. Friedman, Esq.  
Shareholder  
Phone: (561) 820-2868 Fax: (561) 832-8987  
mfriedman@bplegal.com

Bank of America Centre  
625 N. Flagler Drive, 7th Floor  
West Palm Beach, Florida 33401

January 4, 2016

CORPORATE RECORDS BUREAU  
DIVISION OF CORPORATIONS  
Department of State  
P.O. Box 6327  
Tallahassee, FL 32301

**RE: Baywinds Community Association, Inc.**

Dear Sir/Madam:

Enclosed herein please find an **original** and **one copy** of Amended and Restated Articles of Incorporation for Baywinds Community Association, Inc., as well as a check in the amount of \$35.00 to cover the cost of filing same and return of a stamped copy to my attention.

Thank you for your attention to this matter.

Very truly yours,

  
**Mark D. Friedman**  
For the Firm

MDF/ebd  
Enclosures

ACTIVE: 8000036\_1

**AMENDMENTS TO THE  
ARTICLES OF INCORPORATION  
OF  
BAYWINDS COMMUNITY ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

**FILED**

16 JAN -8 PM 12: 27

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In compliance with the requirements on the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is BAYWINDS COMMUNITY ASSOCIATION, INC. ("Association").

2. Principal Office. The principal office of the Association 5200 Baywinds Drive, West Palm Beach, Florida 33411. ~~8190 State Road 84, Davie, Florida 33324.~~

3. ~~Registered Office Registered Agent. The Street address of the Registered Office of the Association is 100 S.E. 2<sup>nd</sup> Street, Suite 2800, Miami, Florida 33131. The name of the Registered Agent of the Association is.~~

~~KTG&S Registered Agent Corporation~~

4. 3. Definitions. A declaration entitled Declaration of Restrictions and Covenants for Baywinds Community (the "Declaration") will be recorded in the Public Records of Palm Beach County, Florida, and shall govern all of the operations of a community to be known as Baywinds. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. 4. Purpose of the Association. ~~The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; (d) promote the health, safety and welfare of the Owners.~~

A) To promote the health, safety and social welfare of the owners of property within that area described as "Baywinds" as such area is outlined by the exhibits to the Declaration.

B) To hold title to the Common Areas of Baywinds.

C) To maintain and/or repair landscaping, structures and other improvements located within the Common Areas, parks, sidewalks, access paths, streets of Baywinds and adjacent areas as outlined in the Declaration.

D) To control, subject to the provisions of the Declaration, the specifications, architecture, design, appearance, elevation and location of (and landscaping around) all buildings of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Baywinds as well as the alteration, improvement, addition or change thereto.

E) To ensure compliance with the Master Plan under the Planned Unit Development Ordinance of Palm Beach County, Florida, applicable to Baywinds.

F) To purchase, acquire, replace, improve, maintain and repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety, and social welfare of the members of the Association, as the Board of Directors in its sole discretion determines necessary, or appropriate.

G) To operate without profit for the sole and exclusive benefit of its Members.

H) To administer and manage portions of Baywinds in accordance with the provisions of the Declaration and to enforce the provisions of such documents.

6. 5. Not for Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. 6. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration ~~and the Club Covenants~~, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

~~7.1. To perform all the duties and obligations of the Association set forth in the Declaration and By-Laws, as herein provided.~~

~~7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and Baywinds.~~

~~7.3. To operate and maintain the Surface Water Management System as required by the Environmental Resource Permit and Declaration, including the lake and mitigation areas.~~

~~7.4. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.~~

~~7.5. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.~~

~~7.6. To do all acts and make all payments required by the Club Covenants.~~

~~7.7. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.~~

~~7.8. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.~~

~~7.9. To purchase the Club as provided in the Club Covenants without the joinder or consent of the Owners or any other party.~~

~~7.10. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, Baywinds to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.~~

~~7.11. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.~~

~~7.12. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Baywinds, the Common Areas, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.~~

~~7.13. To have and to exercise any and all powers, rights and privileges which a not for profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.~~

~~7.14. To employ personnel and retain independent contractors to contract for management of the Association, Baywinds and the Common Area and Club (if Association shall ever be appointed Club Manager pursuant to the Club Covenants) as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.~~

~~7.15. To contract for services to be provided to, or for the benefit of, the Association, Club Owner, Owners, the Common Areas and Baywinds and the Club as provided in the Declaration and Club Covenants such as, but not limited to, Telecommunication Services, maintenance, garbage pick up, and utility services.~~

~~7.16. To establish committees and delegate certain of its functions to those committees.~~

A) To accept and hold funds and title to the Common Areas solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B) To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized and in particular to enforce the provisions of the Declaration.

C) To delegate power or powers where such is deemed in the interest of the Association.

D) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration, the By-Laws of the Association and these Articles of Incorporation, to the extent permitted by the laws of the State of Florida.

E) To contract for or coordinate services for the benefit of Members, including but not limited to, private security, fire protection, insurance, cable and or satellite internet and television and other services, provided that the Association is under no obligation to provide such services for the Homes or for the Owners and the family members, guests and invitees.

F) To make and collect Assessments to be levied against Homes to defray expenses, costs of effectuating the objects and purposes of the Association and losses of the properties owned by it, to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with associations or other property owners' groups for the collection of such assessments.

G) To levy and collect capital contributions from the purchasers of new or existing homes within Baywinds.

H) To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.

I) To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

J) To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

J) To transfer to an independent property manager or property management company such of its duties, powers and obligations as may be necessary or desirable.

K) To enforce, by legal means, any and all covenants, regulations, restrictions, agreements, assessments and laws applicable to Baywinds according to the Declaration, Bylaws, and the Rules and Regulations.

L) To operate and maintain the Surface Water Management System as required by the Environmental Resource Permit and Declaration, including the lake and mitigation areas.

M) To dedicate, grant, license, lease, concession, create easements upon, Baywinds' Common Areas subject to such conditions as it determines and as provided in the Declaration and the Act.

N) To employ personnel and retain independent contractors to contract for management of the Association, Baywinds and the Common Area and Club and to delegate in such contract all or any part of the powers and duties of the Association.

O) In general, to have all powers conferred upon a not-for-profit corporation by the laws of the State of Florida, as amended from time to time, except as prohibited herein.

8. 7. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

9. 8. Board of Directors. The affairs of the Association shall be managed by a Board consisting of twelve (12) members, in the manner provided in the Bylaws. ~~with not less than three (3) and not more than twelve (12) members.~~ Board members shall be elected and shall serve terms as stated in the By-Laws. ~~Directors shall be elected for a term expiring on the date of the next annual meeting.~~

10. 9. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

11. 10. Duration. The Association shall have perpetual existence.

12. 11. Amendments.

~~12.1. A) General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment to these Articles shall be effective until it is recorded with the Florida Department of State, Division of Corporations, and filed in the Public Records.~~

~~12.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.~~

~~12.3. B) Amendments. From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) two-thirds (66 2/3%) of the Board and (ii) a majority of all eligible voting interests seventy-five percent of all the votes in the Association. These Articles may also be amended by written consent in lieu of a meeting, in the manner outlined by applicable law, as amended from time to time.~~

~~C) The Board of Directors shall be able to amend these Articles of Incorporation to correct any scrivener's errors without the requirement of further approval of the membership, by filing the revised text with the Florida Department of State, Division of Corporations and in the Public Records of Palm Beach County, Florida.~~

~~13.~~ 12. Limitations.

~~13.1. A) Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.~~

~~13.2 B) Hierarchy of Documents. The Hierarchy of the documents shall be Declaration, Articles, Bylaws, Rules and Regulations, in that order.~~

~~13.2. Rights of Developer and Club Owner. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer and/or the Club Owner.~~

~~13.3. By Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.~~

~~14.13. Incorporator. The name and address of the Incorporator of this corporation is:~~

PATRICIA KIMBALL FLETCHER  
100 S.E. 2nd Street  
Suite 2800  
Miami, Florida 33131

~~15. 14. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The affairs of the Association shall be administered by such officers as are provide for in the By-Laws.~~

~~The names and addresses of the first Officers of this Association, who shall serve until their successors are elected by the Board are as follows:~~

~~President: \_\_\_\_\_ DENISE GEARY~~

~~Vice President: \_\_\_\_\_ ROBERT DREWS~~

~~Secretary: \_\_\_\_\_ JILL CIERPIK~~

~~Treasurer: \_\_\_\_\_ JILL CIERPIK~~

~~16. 15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expense reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. The indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.~~

~~A) Indemnity. To the fullest extent permitted by Florida law:~~

~~(i) The Association shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a Director, officer,~~

committee member or employee of the Association against any liability incurred in connection with such proceeding.

(ii) The Association shall indemnify any person who is a party to any proceeding brought by or in the right of the corporation, by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Association against any liability incurred in connection with such proceeding.

(iii) The foregoing indemnity shall also include, without limitation, costs and attorney's fees incurred and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.

B) The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.

C) The indemnification provided for herein shall include any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in any such action, suit or proceeding, and any inquiry or investigation that might lead to such an action, suit or proceeding.

D) Expenses incurred by any person entitled to indemnification hereby shall be paid in advance of the final disposition of the proceeding upon receipt of any undertaking acceptable to the Association, by or on behalf of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification pursuant to law.

E) Non-exclusive. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and, to the extent permitted by law, the Association may make any other or further indemnification or advancement of expenses if approved by a majority of the disinterested Directors or vote of the Members, or as permitted under any By-Law or agreement, to the extent permitted by law.

F) Application for Indemnity. Nothing herein is intended to restrict a party's authority, as provided by law, to apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

~~17. 16. Transaction in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Developer or Club Owner, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested 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 thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.~~

If the Association enters into a contract or other transaction with any of its directors or a corporation, firm, association that is not an affiliated homeowners' association, or other entity in which an Association director is also a director or officer or is financially interested, the board must:

(A) Comply with the requirements of Chapters 720 and 617, Florida Statutes, as amended or renumbered from time to time.

(B) Enter the disclosures required by Chapters 720 and 617, Florida Statutes, as amended or renumbered from time to time, into the written minutes of the meeting.

(C) Approve the contract or other transaction by an affirmative vote of two-thirds of the directors present.

(D) At the next regular or special meeting of the members, disclose the existence of the contract or other transaction to the members. Upon motion of any member, the contract or transaction shall be brought up for a vote and may be canceled by a majority vote of the members present. If the members cancel the contract, the association is only liable for the reasonable value of goods and services provided up to the time of cancellation and is not liable for any termination fee, liquidated damages, or other penalty for such cancellation.

(E) Any changes to the foregoing as provided in the Act, shall be incorporated herein as part of the requirements of this Section.

17. Registered Agent. The registered agent of this Corporation, which may be changed by the Board of Directors from time to time without the necessity to amend these Articles, shall be Becker & Poliakoff, P.A., 625 North Flagler Drive 7<sup>th</sup> Floor, West Palm Beach, Florida 33401.

**ACCEPTANCE BY REGISTERED AGENT**

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE 17 OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF HIS DUTIES.

DATED THIS 4 DAY OF January, 2016.

  
Mark D. Friedman Esquire  
for and on behalf of Becker & Poliakoff as  
Registered Agent

**ARTICLES OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF  
BAYWINDS COMMUNITY ASSOCIATION, INC.**

The undersigned officers of **Baywinds Community Association, Inc.** do hereby certify that the following amendments to the Articles of Incorporation of said corporation are a true and correct copy as amended, pursuant to Article 12 thereof, by the membership at a duly called and noticed meeting of the members held July 15, 2015. The amendments were adopted by the members and the number of votes cast for the amendments was sufficient for approval.

**SEE ATTACHED**

WITNESS my signature hereto this 8 day of December, 2015, at West Palm Beach, Palm Beach County, Florida.

Imogen Cam Santos  
Witness

Robyn Prusak  
Witness

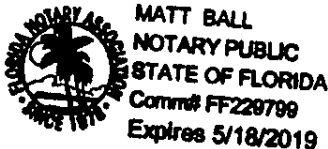
**BAYWINDS COMMUNITY ASSOCIATION, INC.**

BY: George F. Singer (SEAL)  
President

ATTEST: Diane Helgott (SEAL)  
Secretary  
Asst Treasurer

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 8 day of December 2015, by George Singer and Diane Helgott, as President and Asst Treasurer, respectively, of Baywinds Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.



Matt Ball (Signature)

Matt Ball (Print Name)  
Notary Public, State of Florida at Large