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April 15, 2019

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Articles of Incorporation of Runaway Bay Village Association, Inc.

Dear Sir/Madam:

Enclosed please find the original and one (1) copy of the Amended and Restated Articles of Incorporation for the above referenced Association to be filed with your office. Please return a certified copy of the Articles of Incorporation to our office at your earliest convenience. Also enclosed is a check in the amount of \$43.75 for filing fees.

Thank you for your assistance in this matter.

Sincerely,
THE MURRELL LAW FIRM, P. A.

Teresa Murrell
For the Firm

Enclosures

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**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION.
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.**

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RUNAWAY BAY VILLAGE ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of Runaway Bay Village Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on November 27, 2012 are hereby amended, and restated in their entirety as amended. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as previously amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Chapter 617, Florida Statutes and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Runaway Bay Village Association, Inc., shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association," is Runaway Bay Village Association, Inc., and its address is % Cardinal Management Group of Florida, Inc., 4670 Cardinal Way, Suite 302, Naples, FL 34112.

ARTICLE II

PRINCIPAL OFFICE: The current principal office of the corporation shall be located at Cardinal Management Group of Florida, Inc., 4670 Cardinal Way, Suite 302, Naples, FL 34112.

ARTICLE III

PURPOSE AND POWERS: The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and this Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential community homeowners' association which, subject to a Declaration of Covenants, Conditions and Restrictions For Runaway Bay Village at Fiddler's Creek originally recorded in the Public Records of Collier County, Florida, at O.R. Book 4859 at Page 3065*et seq.* of the Public Records of Collier County, Florida, has the powers described herein. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration of Covenants, Conditions and Restrictions For Runaway Bay Village at Fiddler's Creek, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

- (A) To fix, levy, collect and enforce payment by any lawful means all charges, assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the property or the corporation;
- (B) To make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Association;
- (C) To sue and be sued, and to enforce the provisions of the Declaration, these Articles, and the Bylaws of the Association;
- (D) To contract for the management and maintenance of the Village Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;
- (E) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Properties;
- (F) To dedicate, sell or transfer all or any part of the Village Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the Voting Interests agreeing to such dedication, sale or transfer or where such action has been approved by two-thirds (2/3rds) of the Voting Interests present in person or by proxy and voting at any annual or special meeting called for the purpose;
- (G) To borrow money, and with the prior approval of two-thirds (2/3rds) of the Voting Interests present in person or by proxy and voting at any annual or special meeting called for the purpose, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (H) To maintain, repair, replace and where necessary, improve the Village Common Areas, including but not limited to, all water management facilities existing, from time to time on the Common Areas which are not maintained by the Foundation or District and which solely serves Runaway Bay Village and which is not required elsewhere in the Governing Documents to be maintained by the Owners, which water management facilities shall include all ponds, lakes, drainage retention areas, swales and artificial and natural structures which are incorporated into the water management system, whether owned by the Village Association or by a Member and all easements reserved for drainage related purposes. The Foundation or District shall be responsible for the ownership, operation and maintenance of all storm water management systems which are designated by the Foundation or the District as part of the master storm water management system.

- (I) To acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Village Association;
- (J) Cooperate with the Foundation in carrying out its responsibilities under the Master Declaration;
- (K) To maintain all grassed or sodded areas, lawns, landscaping, trees, shrubs and vegetation located on the individual Residential Units, except within swimming pool enclosures or on decks, in accordance with the provisions of the Governing Documents of the Association.
- (L) To exercise any and all powers, rights and privileges which a corporation organized under Chapters 720 and 617 of Florida Statutes may now or hereafter have or exercise: subject always to the Declaration as amended from time to time.

All funds and the title to all property acquired by the Village Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and Voting Rights shall be as set forth in the Bylaws of the Association.

ARTICLE V

TERM; DISSOLUTION: The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of the voting interests. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

- (A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VIII

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

- (A) Proposal. Amendments to these Articles shall be proposed by a majority of the Board or upon petition of one-fourth (1/4th) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting.
- (B) Vote Required. Except as otherwise required by Florida law, these Articles of Incorporation may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting, or by a majority of the voting interests in writing without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains a fair statement of the proposed amendment.
- (C) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE IX

INDEMNIFICATION

- (A) Indemnity. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, officer, or committee member of the Association, 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, officer or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees and costs), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, has reasonable cause to believe that his or her conduct was not unlawful. It is the intent of the membership of the Association, by adoption of this provision, to provide the most comprehensive indemnification possible to their Directors, officers and committee members as permitted by Florida law.

- (B) Defense. To the extent that a Director, officer or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees and costs) actually and reasonably incurred by him or her in connection therewith.
- (C) Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article IX.
- (D) Miscellaneous. The indemnification provided by this Article IX, shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, officer or committee member and shall inure to the benefit of the heirs and personal representatives of such person.
- (E) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee or agent of the Association, or a Director, officer, 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 against such liability under the provisions of this Article IX.

CERTIFICATE

The undersigned, being the duly elected and acting President of Runaway Bay Village Association, Inc., hereby certifies that the foregoing Amended and Restated Articles of Incorporation were approved by a majority of a quorum of members present in person or by proxy at a meeting of the members held on April 2, 2019, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, and that said vote was sufficient for their amendment.

Executed this 02nd day of April, 2019.

RUNAWAY BAY VILLAGE ASSOCIATION, INC.

Anton Marek

Anton Marek, President
4670 Cardinal Way, Suite 302
Naples, FL 34112

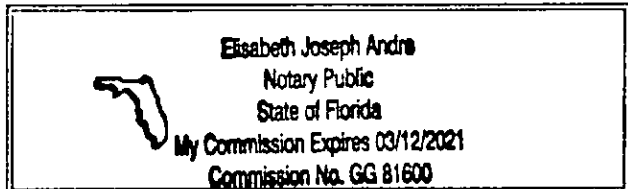
Attest:

Bruce Moorhead, Jr.

Bruce Moorhead, Jr., Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

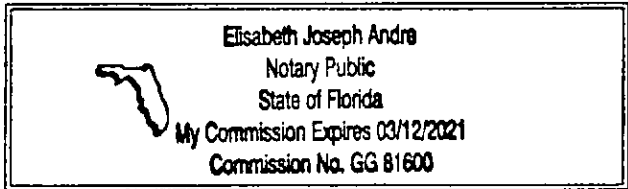


(Print, Type or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

Subscribed to before me this 02 day of April, 2019 by Anton Marek, as President of Runaway Bay Village Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce Florida Driver's License as identification.

Elisabeth Joseph Andre
Signature of Notary Public

STATE OF FLORIDA
COUNTY OF COLLIER



(Print, Type or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

Subscribed to before me this 02 day of April, 2019 by Bruce Moorhead, Jr., as Secretary of Runaway Bay Village Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce Florida Driver's License as identification.

Elisabeth Joseph Andre
Signature of Notary Public

This instrument prepared by Robert E. Murrell, B.C.S., The Murrell Law Firm, P.A., 1044 Castello Drive, Suite 106, Naples, FL 34103.