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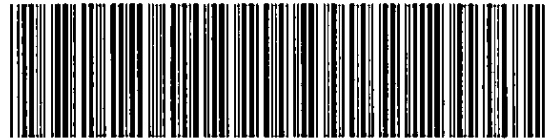
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Amend

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MAR 3 1 2020
A RAMSEY

HAND ARENDALL HARRISON SALE LLC

35008 EMERALD COAST PARKWAY ■ SUITE 500 ■ DESTIN, FLORIDA 32541
(850) 650-0010 ■ Facsimile: (850) 424-5093

March 13, 2020

VIA FEDEX Ground 7700 1364 0793

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

Re: Articles of Amendment to the Articles of Incorporation of Holiday Isle Improvement Association, Inc.

To Whom It May Concern:

Please find enclosed the following:

1. Articles of Amendment to the Articles of Incorporation of Holiday Isle Improvement Association, Inc.
2. Filing fee check

Please remit the letter of acknowledgment to Hand Arendall Harrison Sale, 35008 Emerald Coast Parkway, Destin, FL 32541, 850-650-0010.

Thank you,


Andrea Diaz-Concha
Legal Assistant

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
HOLIDAY ISLE IMPROVEMENT ASSOCIATION, INC.**

(A Corporation Not for Profit)

FILED

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**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION —
SEE CURRENT ARTICLES OF INCORPORATION FOR CURRENT TEXT**

We, the undersigned, desiring to amend and restate the Articles of Incorporation for the above named corporation, do hereby make, subscribe, acknowledge and file these Amended and Restated Articles of Incorporation for the Holiday Isle Improvement Association, Inc., originally filed with the Florida Department of State and amended and restated December 18, 1997, amended February 1, 2016, and amended January 9, 2017, and which contain no amendments requiring member action and which were adopted by a majority of the Board of Directors at a meeting on MARCH 2, 2020, pursuant to Article XII of the Restated Articles of Incorporation filed with the Florida Department of State on January 21, 1998. Matters of only historical interest have been omitted. Amendments included have been added pursuant to Chapter 617, Florida Statutes.

1. **NAME.** The name of the corporation is HOLIDAY ISLE IMPROVEMENT ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Protective Covenants, Conditions and Restrictions as "PC&Rs," these Articles of Incorporation as the "Articles," the Bylaws of the Association as the "Bylaws," and the Rules and Regulations as "Rules".

2. **PURPOSE.** The purpose for which the Association is organized is to promote, encourage, sponsor and participate in the conservation, repair, maintenance, beautification and improvement of the rights of way, canals, beach access parcels, and other common areas located upon said Holiday Isle, to enforce the PC&Rs, Bylaws, and Rules, and to receive and use assessments for these purposes.

3. **DEFINITIONS.** The terms used in these Articles shall have the same definitions and meaning as those set forth in the PC&Rs and Chapter 720, Florida Statutes ("the HOA Act"), unless herein provided to the contrary, or unless the context otherwise requires.

4. **POWERS.** The powers of the Association shall include the following:

4.1 **General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, including Chapter 617, Florida Statutes, the Florida Not-for-Profit Corporation Act, that are not in conflict with the provisions of the PC&Rs, these Articles or of the HOA Act.

4.2 **Enumeration.** The Association shall have all the powers set forth in the HOA Act and Chapter 617, Florida Statutes, except as limited by the PC&Rs, these Articles, and the Bylaws

(all as amended from time to time), and all of the powers reasonably necessary to operate the Community including but not limited to the following:

4.2.1 To make and collect Assessments against Owners, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Community.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Common Property and other property acquired or leased by the Association.

4.2.4 To purchase insurance upon the Common Property and insurance for the protection of the Association, its Officers, Directors, Committee Members, and Members as Owners.

4.2.5 To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of the Common Property and for the recreation, comfort, and welfare of the Owners, and the administration of the Association.

4.2.6 To enforce by legal means the provisions of the HOA Act, other applicable laws, the PC&Rs, these Articles, the Bylaws, the Rules, and the policies of the Association.

4.2.7 To employ or contract for the management of the Community and any facilities used by the Members, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific approval of the Board of Directors or the membership of the Association.

4.2.8 To employ personnel to perform the services required for proper operation of the Community.

4.2.9 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income, including but not limited to Assessments.

4.3 Common Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the HOA Act, the PC&Rs, these Articles, and the Bylaws.

4.4 Distribution of Income. The Association shall make no distribution of income to its Members, Directors, or Officers. This provision shall not apply to the distribution of insurance proceeds as provided in the PC&Rs, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declaration and the Act, nor reimbursement for expenses as may be authorized by the Board.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the PC&Rs, these Articles, the Bylaws, Chapter 617, Florida Statutes, and the HOA Act.

5. MEMBERS. Each person or entity, whether an Individual, Partnership, Association, Corporation, or other Legal Entity, which is the owner of record of one or more sub-leases or fee simple interests in a condominium unit, townhome, or parcels on Holiday Isle, shall, during the term of such ownership, be a Member of the Holiday Isle Improvement Association, Inc., and in the event of termination of the Association, shall consist of those who were Members at the time of the termination and their successors and assigns.

5.1 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, pledged, or transferred in any manner except as an appurtenance to the parcel, townhome, or condominium unit for which that share is held.

5.2 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each parcel, townhome, or condominium unit. Any person or entity owning more than one parcel, townhome, or condominium unit shall be entitled to one vote for each owned. The person authorized to cast such vote shall be one of the following:

- a. The individual owner of record of a sub-lease or fee simple interest.
- b. One of two or more co-owners of record of a sub-lease or fee simple interest.
- c. The Designee of a Partnership, Association, Corporation, or other Legal Entity which is the owner of record of a sub-lease or fee simple interest. The authority of such Designee, or replacement thereof, shall be in writing, shall be signed by an officer of such legal entity, and shall be filed with the Secretary of the Association.
- d. The holder of a proxy. A proxy may be made by any voting Member, as defined above. Such proxy shall be in writing, signed by the Member, or an officer of the legal entity which is a Member, and may designate another Member as the holder of the proxy. All proxies shall be delivered to the Secretary of the Association or such other officer or manager of the Association as directed prior to the appointed time of the meeting, or any adjournment thereof, and shall be valid only for the particular meeting designated in the proxy, or for 90 days thereafter in the case of adjournment. Proxies may not be used for the election of directors.

5.3 Suspension of Voting Rights. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or the HOA Act shall not be entitled to cast the vote assigned to the parcel, townhome, or condominium unit for which the suspension was levied during the period of suspension and such voting interests shall be subtracted from the required number of votes when calculating any required vote or quorum for the period during which such suspension exists.

5.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

6. TERM OF EXISTENCE. The Association shall have perpetual existence.

7. OFFICERS. The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors for a term of one year. A director may

be re-elected to the same or different office in successive years or may be removed from their office at any time during the term of office, with or without cause, upon the affirmative vote of a majority of the remaining directors. The Bylaws may provide for filling vacancies, and for the duties of the Officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business, and affairs of the Association shall be managed by a Board consisting of the number of Directors determined in accordance with the Bylaws.

8.2 Duties and Powers. All of the duties and powers of the Association existing under the HOA Act, the PC&Rs, these Articles, the Bylaws, and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by the Board of Directors, subject only to approval by Members when such approval is specifically required.

8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of 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.

9. BYLAWS. The Bylaws of this Corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended by majority vote of the Board of Directors, or by a majority vote of the Members present at a regular or special meeting of the Association, provided that the complete text of any such amendment is furnished to the membership simultaneously with the notice of the meeting. Amendments correcting errors, omissions or scrivener's errors may be executed by the Officers of the Association, upon Board approval.

10.1 Effective Date. An amendment when adopted shall become effective after being recorded in the Okaloosa County Public Records according to law and filed with the Secretary of State according to law.

10.2 Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the PC&Rs. Whenever the HOA Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles.

11. INDEMNIFICATION.

11.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him 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 did not act in good faith or in a manner he 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 had reasonable cause to believe his 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 failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of this provision, to provide the most comprehensive indemnification possible to the Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

11.2 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 11.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable 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 is not entitled to be indemnified by the Association as authorized by this Article 11.

11.4 Miscellaneous. The indemnification provided by this Article 11 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.

11.5 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 and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

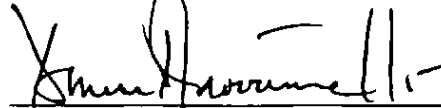
12. REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT. The registered office address and the name of the registered agent of the corporation shall be as determined by the Board of Directors from time to time.

The current address of the principal office of the Association is 225 Main Street, #19 Destin, Florida 32541.

The current Registered Agent is: Patrick Russell, 225 Main Street, #19 Destin, Florida 32541.

IN WITNESS WHEREOF, by majority vote of approval at a duly notice meeting of the Board of Directors held on the 2nd day of MARCH, 2020, have caused these Articles of Incorporation to be amended and restated.

**HOLIDAY ISLE IMPROVEMENT
ASSOCIATION, INC.**



Dominick Giovannelli
President, Board of Directors

Attested:

Date: 3/4/2020

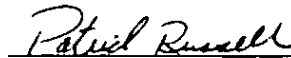


Darryl Shelton
Vice President, Board of Directors

Date: 3-4-2020

REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent of Holiday Isle Improvement Association, Inc., Florida corporation not-for-profit, this 2nd day of MARCH, 2020.



Patrick Russell
General Manager, Holiday Isle Improvement
Association, Inc