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C LEWIS

**BECKER &
POLIAKOFF**

David H. Rogel, Esq.
Shareholder
Phone: (305) 260-1015 Fax: (305) 442-2232
drogel@bplegal.com

121 Alhambra Plaza, 10th Floor
Coral Gables, Florida 33134

March 21, 2016

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

Re: The Rock Harbor Club, Inc.
Articles of Restatement of the Articles of Incorporation

Dear Sir or Madam:

Enclosed please find the Articles of Restatement of the Articles of Incorporation of The Rock Harbor Club, Inc., which has been signed and notarized by the President and the Secretary of the above entity. Also enclosed is check no. 25675 in the amount of \$35.00, made payable to the Florida Department of State to cover the cost of filing same. Kindly acknowledge receipt and filing of same.

Should you have any questions, please do not hesitate to contact this office. Thank you for your assistance in this matter.

Sincerely,


David H. Rogel
For the Firm

DHR:ma

Enclosures

ACTIVE: R05527/217211:8305319_1

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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED
ARTICLES OF RESTATEMENT
OF THE ARTICLES OF INCORPORATION OF
THE ROCK HARBOR CLUB, INC.

727795

WHEREAS, The Rock Harbor Club, Inc. ("Association") was incorporated upon the filing of the Articles of Incorporation with the State of Florida on October 15, 1973; and

WHEREAS, at the Annual Meeting of the Membership of the Association held on December 29, 2015, the requisite percentage of the membership approved the Amended and Restated Articles of Incorporation, which are attached hereto and made a part hereof as Exhibit "A."

NOW THEREFORE, the undersigned hereby certifies that the Amended and Restated Articles of Incorporation attached hereto is a true and correct copy of that which was approved by the membership.

THE ROCK HARBOR CLUB, INC.

WITNESSES:

Sign: Donna E. Heiner
Print Name: Donna E. Heiner

Sign: FRED HEIDER
Print Name: FRED HEIDER

STATE OF FLORIDA
COUNTY OF MONROE

BY: Gary Milanese
Gary Milanese, President

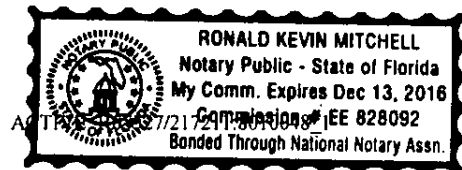
ATTEST: Angela Burgess
Angela Burgess, Secretary

The foregoing instrument was acknowledged before me this 5th day of March 2016 by Gary Milanese, as President, and Angela Burgess, as Secretary, of THE ROCK HARBOR CLUB, INC., who are personally known to me ~~or have produced~~ () as identification and who did/did not take an oath.

By: Ronald Kevin Mitchell
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

My commission expires:

Ronald Kevin Mitchell
PLEASE PRINT OR TYPE NOTARY
SIGNATURE



FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 MAR 29 PM 1:00

Exhibit "A"

16 MAR 29 PM 1:00

**Amended and Restated Articles of Incorporation of
The Rock Harbor Club, Inc.**

**Substantial Rewording of Articles of Incorporation – See current
Articles of Incorporation for current text**

These are the Amended and Restated Articles of Incorporation for the The Rock Harbor Club, Inc ("Association").

1. **NAME.** The name of the Association shall be The Rock Harbor Club, Inc. The business and mailing address is: 97652 Overseas Highway, Key Largo, Florida 33037.
2. **PURPOSE.** The Association is organized as a corporation, not for profit, under the laws of the State of Florida, to provide an entity responsible for the operation of The Rock Harbor Club, according to the Declarations of Condominium for the six (6) condominiums it operates as recorded in the Public Records of Monroe County, Florida, with respect to certain lands in Sections 5 and 6, Township 62, South Range 39 East, lying in Key Largo, Monroe County, Florida. The Association shall be operated in accordance with, and subject to, the provisions of Chapter 718, Florida Statutes ("Condominium Act"), as same may be amended from time to time.
3. **DEFINITIONS.** The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declarations of Condominiums governing the condominiums within The Rock Harbor Club and the Condominium Act, unless herein provided to the contrary, or unless the context otherwise requires.
4. **POWERS.** The powers of the Association shall include and be governed by the following:
 - a. **GENERAL.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles or of the Act.
 - b. **ENUMERATION.** The Association shall have all the duties and powers set forth in the Condominium Act except as limited by these Articles and as they may be amended from time to time, and all of the powers and duties reasonably necessary to operate the Condominiums pursuant to their Declarations and as they may be amended from time to time, including but not limited to the following:
 - 1) To make and collect assessments and other charges against members as Apartment Owners, and to use the proceeds thereof in the exercise of its powers and duties.
 - 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 Condominiums and the Association.

- 3) To maintain, repair, replace, reconstruct, add to, and operate the Condominium and Association Property and other property acquired or leased by the Association for use by Apartment Owners.
 - 4) To purchase insurance upon the Condominium and Association Property and insurance for the protection of the Association, its officers, directors and Apartment Owners.
 - 5) To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of the Condominium and Association Properties, including the Apartments, and for the health, comfort, safety, and welfare of the Apartment Owners.
 - 6) To approve or disapprove the transfer, mortgaging, ownership, and possession of the apartments as may be provided by the Declarations.
 - 7) To enforce by legal means the provisions of the Condominium Act, the Declarations, these Articles, and the Rules and Regulations.
 - 8) To contract for the management of the Condominiums and the Association and any facilities used by the Apartment Owners, 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.
 - 9) To employ personnel to perform the services required for proper operation of the Condominiums and Association.
 - 10) To set use fees and deposits for private use of common elements of the Condominiums or Association Property, as well as the regulations and policies pertaining to such use. This use includes, but is not limited to, boat storage and boat lift services, lockers, boat trailer parking, and non-motorized watercraft parking, Clubhouse use, issuance of parking passes or decals; fees for architectural/engineer review or renovation/alteration plans and other services using Association lands, services or equipment. Nothing in these Articles shall be construed as obligating the Association to provide any of the aforementioned services.
- c. **ASSOCIATION 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 Declarations, these Articles and the By-Laws.
 - d. **DISTRIBUTION OF INCOME.** The Association shall make no distribution of income to its members, Directors or Officers.
 - e. **LIMITATION.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations and By-Laws.
5. **MEMBERS.** The members of the Association shall consist of all the record owners of Apartments in the Condominiums and, after termination of the Condominiums, shall consist of those who were members at the time of the termination and their successors and assigns.
 - a. **ASSIGNMENT.** The share of a member in the funds and assets of the Association cannot be hypothecated or transferred in any manner except as appurtenance to the Apartment for which that share is held.

- b. **VOTING.** On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Apartment, which vote shall be exercised or cast in the manner provided by the Declarations and By-Laws.
 - c. **MEETINGS.** The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings 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 By-Laws.
- 8. **DIRECTORS.**
 - a. **NUMBER AND QUALIFICATION.** The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the By-Laws.
 - b. **DUTIES AND POWERS.** All of the duties and powers of the Association existing under the Condominium Act, the Declarations, these Articles, and the By-laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to the approval by Apartment Owners when such approval is specifically required.
 - c. **ELECTION AND REMOVAL.** Directors of the Association shall be elected at the annual meeting of the members in the manner determined by 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.
- 9. **BY-LAWS.** The By-Laws of this Association may be altered, amended, or repealed in the manner provided in the By-Laws.
- 10. **AMENDMENTS.** Subject to the other provisions, these Articles may be amended with the approval of not less than a majority of the Board of Directors and at least seventy-five per cent (75%) of the voting interests of the Association present in person or by proxy at a meeting at which a quorum is attained.
- 11. **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 attorneys' fees and appellate attorneys' 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 the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their 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.

- a. 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 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith
- b. 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. However, if the Board, by majority vote, determines that the person seeking advancement 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, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.
- c. 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.
- d. 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 RESIDENT AGENT. The registered office address and the resident agent of the Association shall be as determined by the Board of Directors from time to time as filed with the State of Florida.

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