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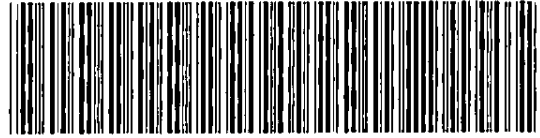
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AMENDED AND RESTATED

ARTICLES OF INCORPORATION

-of-

SEA OAKS PROPERTY OWNERS ASSOCIATION, INC.

A Non-Profit Corporation

The Articles of Incorporation for Sea Oaks Property Owners Association, Inc., were filed with the Secretary of State on December 13, 1983 and an amended was filed February 9, 1995. The same Articles of Incorporation are hereby Amended and Restated as approved by the members at a special meeting by a vote of sufficient for approval on April 14, 2023

ARTICLE I
NAME

The name of this corporation is SEA OAKS PROPERTY OWNERS ASSOCIATION, INC. ("Association").

ARTICLE II
DEFINITIONS

As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Conditions and Restrictions for SEA OAKS, which is or shall be recorded in the Public Records of Indian River County, Florida, ("Declaration"), and the words "Properties," "Unit," "Common Properties," Exclusive Common Properties," "Owner" and "Declarant" are defined as set forth in the Declaration.

ARTICLE III
PURPOSES

The purposes for which this Association is formed are as follows:

A. To take title to and to operate, maintain, repair, improve, lease and administer the Common Properties.

B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration.

C. To establish by-laws ("By-Laws") for the operation of the Association and rules and regulations for governing the same, and enforce the provisions of the Declaration, these Articles of Incorporation and the By-Laws except those which require specific action by or approval of the directors or Owners ("Owners") of the Association.

D. Fix, levy, collect and enforce payment by any lawful means of all charges and/or assessments made 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 Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

E. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, lease, trade, sell and maintain both real and personal property in connection with the affairs of the Association.

F. Dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes in accordance with the Declaration.

G. To participate in mergers and consolidations with other non-profit corporations provided that any such merger or consolidation shall have been approved by the Owners as provided herein.

H. The Association shall have all of the common law and statutory powers provided under the laws of the State of Florida, and those powers provided by the Declaration, these Articles and the By-Laws of the Association.

I. The Association shall operate, maintain and manage the Surface Water or Stormwater Management System ("System") in a manner consistent with the St. John's River Water Management District ("District") permitting requirements and applicable District rules, and shall assist in the enforcement of the Declaration which relate to the System. The Association shall levy and collect adequate assessments against Owners of the Association for costs of maintenance and operation of the System.

ARTICLE IV EXISTENCE

This Association shall have perpetual existence.

ARTICLE V DIRECTORS

A. The affairs and property of the Association shall be managed and governed by a Board of Directors ("Board of Directors") composed of not less than three (3) persons ("Directors"), but always an odd number of persons. The number of Directors shall be determined from time to time in accordance with the By-Laws of the Association.

B. Directors shall be elected by the Owners in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of three (3) years and, in the event of a vacancy the remaining Directors may appoint a Director to serve the balance of said unexpired term.

ARTICLE VI
OFFICERS

A. Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Directors.

B. All officers shall be elected from and by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Directors shall elect a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable. Subordinate officers may be appointed from the membership.

ARTICLE VII
OWNERS

Every Owner shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and any such membership shall terminate simultaneously with any termination of such ownership. Change of membership in the Association shall be established by recording in the Public Records of Indian River County, Florida, a deed or other instrument conveying record fee title to any unit and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a Member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of an Owner in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the conveyance of his Unit Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Unit upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Unit upon which membership is based.

ARTICLE VIII
BY-LAWS

A. The By-Laws may be amended by the Owners in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

ARTICLE IX
AMENDMENT

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority of the Board of Directors or a majority of the Owners. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Owners not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of sixty-six and two-thirds (66-2/3%) of the Owners present at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

B. Any Owner may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

ARTICLE X
INDEMNIFICATION

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Directors as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XI
CONSTRUCTION

In the event of any conflict or ambiguity between the terms and conditions of the Declaration and these Articles or the By-Laws, the Declaration shall have priority over these Articles and the By-Laws and the terms and conditions of the Declaration shall take precedence over and supersede the terms and conditions of the Articles and the By-Laws. In the event of a conflict between these Articles and the By-Laws, the terms of the Articles shall take precedence over the terms of the By-Laws. Any conflict or ambiguity with regard to the affairs of the Association shall be resolved by reference to this provision.

ARTICLE XII
ADDRESS

The principal address of the Association is 8811 Highway A1A, Vero Beach, Fl. 32963, or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE XIII
DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40.C.42.027, F.A.C., and be approved by the St John's River Water Management District prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, the undersigned has caused these to be signed by its Vice President and its Secretary this 20 day of April, 2023.

WITNESSES:

Sea Oaks Property Owners Association, Inc.

Sara Marie Hoopes
Witness #1 Signature

By: Jeffrey D. Wilson
Jeffrey D. Wilson, Vice President

Sara Marie Hoopes
Witness #1 Printed Name

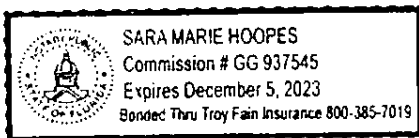
Michelle Korn
Witness #2 Signature

Michelle Kornicki
Witness #2 Printed Name

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of April, 2023, by Jeffrey D. Wilson as Vice President of Sea Oaks Property Owners Association, Inc. ☒ who is personally known to me or [] has produced _____ as identification.

Notary Seal



Sara Marie Hoopes
Notary Signature

Sara Marie Hoopes
Witness #1 Signature

Sara Marie Hoopes
Witness #1 Printed Name

Michelle Komarnicki
Witness #2 Signature

Michelle Komarnicki
Witness #2 Printed Name

Witness #2 Printed Name

By: Mary Louise Preis
Mary Louise Preis, Secretary

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of April, 2023, by Mary Louise Preis as Secretary of Sea Oaks Property Owners Association, Inc. ~~It~~ who is personally known to me or [] has produced _____ as identification.

Notary Seal

Sara Marie Hoopes
Notary Signature

