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ALL APPEARANCES

Amended  
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I ALBRITTON

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January 17, 2020

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

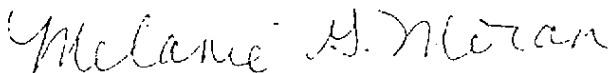
Re: North River Estates Community Association, Inc.  
Document Number: N05000001969  
FEI/EIN Number: 20-2424940  
Date Filed: 2/24/05

Dear Sirs:

Enclosed please find the Articles of Amendment to the Articles of Incorporation of North River Estates Community Association, Inc. and a check for \$35.00 for the filing fee to record the Articles of Amendment. All requested amendments are contained in the enclosed executed Articles of Amendment. Please return all correspondence concerning this matter in the enclosed self-addressed stamped envelope.

Thank you very much for your assistance with this matter. Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely yours,



Melanie G. Moran, Office Manager  
Email: [mmoran@najmythompson.com](mailto:mmoran@najmythompson.com)  
Enclosures

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2020 JAN 21 PM 5:52  
FAX AUDIT NO. 5000001969  
TY ASSOCIATION, INC.  
5000001969

**NORTH RIVER ESTATES COMMUNITY ASSOCIATION, INC.**  
**DOCUMENT NUMBER N05000001969**

Pursuant to Section 617.1007, Florida Statutes, the Corporation desires to amend and restate its Articles of Incorporation, the original Articles having been filed with the Department of the State of Florida on February 24, 2005, under Document Number **N05000001969**

1. The name of this Corporation is North River Estates Community Association, Inc.
2. The date of the adoption of the attached Amended and Restated Articles of Incorporation was the 14th day of November, 2019.
3. The Articles of Incorporation were Amended and Restated as the attached Amended and Restated Articles of Incorporation of North River Estates Community Association, Inc., and the attached Amended and Restated Articles of Incorporation supersede the original articles of incorporation and all amendments.
4. The corporation is not changing its name, mailing address, or its current agent.
5. The amendments were adopted by the members and the number of votes cast for the amendments were sufficient for approval.

IN WITNESS WHEREOF, the undersigned authorized officer of the Association signed this certificate adopting the Amended and Restated Articles of Incorporation on this 9 day of January, 2020.

Signed, sealed and delivered  
in the presence of:

North River Estates Community Association, Inc.  
a Florida not-for-profit corporation

By: David P. Mays  
Print Name: DAVID P. Mays  
Print Title: PRESIDENT

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
NORTH RIVER ESTATES COMMUNITY ASSOCIATION, INC.  
A Corporation Not For Profit**

FILED  
2020 JUN 21 PM 5:52  
CLERK OF CIRCUIT COURT  
MANATEE COUNTY, FLORIDA

The undersigned hereby forms a corporation not for profit under chapter 617, Florida Statutes, and certifies as follows:

**ARTICLE I. NAME AND ADDRESS**

The name of the corporation shall be North River Estates Community Association, Inc. For convenience, the corporation shall herein be referred to as the "Association". The address of the Corporation's principal office shall be 7001 36<sup>TH</sup> Street East, Ellenton, FL 34222.

**ARTICLE II. PURPOSE**

**2.1 Purpose:** The purpose for which the Association is organized is to provide an entity for the maintenance, preservation, and management of the Lots and Common Property within North River Estates (the "Neighborhood"), a subdivision located in the unincorporated area of Manatee County, Florida, same to be in accordance with the "Declaration of Covenants, Conditions and Restrictions for North River Estates", herein called the "Covenants", which is to be recorded in the Public Records of Manatee County, Florida as same may be amended as provided for therein.

**2.2 Distribution of Income:** The Association shall make no distribution of income to its members, directors, or officers.

**ARTICLE III. POWERS**

**3.1 Common Law and Statutory Powers:** The Association shall have all of the common law and statutory powers of a corporation not for profit pursuant to Chapter 617, Florida Statutes, and Chapter 720, Florida Statutes, as they may be amended from time to time, which powers are not in conflict with the terms of these Articles of Incorporation, the Covenants, or the Purposes of the Association as described in Paragraph 2.1 above.

**3.2 Specific Powers:** The Association shall have all of the powers and duties set forth in the Covenants, as amended from time to time, except as validly limited by these Articles and by said Covenants, and all of the powers and duties reasonably necessary to own and operate the Common Property of the Neighborhood pursuant to said Covenants and to perform the maintenance, administration, managerial and other functions for the Neighborhood as provided in said Covenants, as they may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments against members as lot owners to defray the cost of common expenses of the Neighborhood as provided in the Covenants.
- (b) To use the proceeds of assessments in the exercise of its power and duties.

- (c) To accept, hold title to, own, purchase, acquire, replace, improve, manage, maintain and administer the use of the Common Property of the Neighborhood in accordance with the Covenants.
- (d) To purchase insurance upon the Common Property, and for the protection of the Association and its members.
- (e) To reconstruct improvements to the Common Property after casualties and further to improve the Common Property in accordance with the Covenants.
- (f) To adopt and amend reasonable rules and regulations respecting the use of the Common Property in accordance with the Covenants.
- (g) To enforce by legal means against an Owner as defined in the Covenants, the provisions of the Covenants, the By-Laws of the Association and Regulations duly adopted by the Association.
- (h) To furnish or otherwise provide for private security, fire protection or such other services as the Board of Directors in its discretion determines necessary or appropriate.
- (i) To pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.
- (j) To obtain all required utility and other services for the Common Property.
- (k) To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
- (l) To exercise such further authority as may be reasonably necessary to carry out each and every one of the obligations of the Association set forth in the Covenants, these Articles or the By-Laws.

**3.3 Assets Held in Trust:** All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members, in accordance with the provisions of the Covenants, these Articles of Incorporation and the By-Laws of the Association. Upon the dissolution or winding up of this Association, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Association shall be distributed pro-rata among all members, or, alternatively, upon the affirmative vote of two thirds (2/3) of the Owners of Lots in the Neighborhood, the assets of the Association may be conveyed or dedicated to (i) a public body willing to accept such assets; or (ii) a not for profit organization located in Manatee County, Florida, or the one closest to the Association, if none are located in Manatee County, having the same or similar purposes; provided that in the event of the dissolution of the Association, the property consisting of the surface water management system of the Neighborhood shall be conveyed to an appropriate agency of local government, and if not accepted, the surface water management system shall be dedicated to a similar non-profit corporation.

**3.4 Limitation on Exercise of Powers:** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Covenants, these Articles and the By-Laws of the Association.

#### **ARTICLE IV. MEMBERS**

**4.1 Membership:** The members of the Association shall consist of all of the record owners of lots in the Neighborhood subject to the Covenants and operated hereby.

**4.2 Change of Membership:** Change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a Lot in the Neighborhood. A copy of such instrument shall be delivered to the Association. The owner designated in such instrument shall thereupon be terminated, as provided in the By-Laws.

**4.3 Limitation on a Transfer of Shares of Assets:** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's Lot.

**4.4 Voting:** Subject to the provisions of Article III of the Declaration, the Owner of each Lot shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association. Subject to the provisions of Section 3.03 of the Declaration, Owners owning more than one Lot shall be entitled to one vote for each Lot owned.

#### **ARTICLE V. DIRECTORS**

**5.1 Board of Directors:** The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three (3) Directors. Directors shall be members of the Association except as otherwise provided.

**5.2 Election of Directors:** Directors of the Association shall be elected at the annual meeting of the members, in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

#### **ARTICLE VI. OFFICERS**

**6.1 Officers:** The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board. Officers may be combined as provided in the By-Laws.

#### **ARTICLE VII. INDEMNIFICATION**

**7.1 Indemnification:** Every director and every officer of the Association shall be indemnified by the Association against all expense and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any

officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests 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.

**7.2 Insurance:** The Board of Directors of the Association may purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the members of the Association as part of the common expenses.

#### **ARTICLE VIII. BY-LAWS**

**8.1 By-Laws:** The first By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded as provided by the By-Laws.

#### **ARTICLE IX. AMENDMENTS**

**9.1 Amendments:** These Articles may be altered, amended or modified upon the affirmative vote of the owners of a majority of the lots in the Neighborhood. Amendments may be proposed by resolution of the Board of Directors or by the owners of a majority of the lots in the Neighborhood. Provided, further, that no amendment shall make any change in the qualification for membership nor the voting rights of members without the approval of all members. No amendment shall be made which is in conflict with the Covenants.

#### **ARTICLE X. EXISTENCE**

**10.1 Terms:** The term of the Association shall be perpetual until it is dissolved in accordance with Florida law; provided, however, in the event that the Association is ever dissolved, the control or right of access to the Neighborhood property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

#### **ARTICLE XI. INCORPORATOR**

**11.1 Incorporator:** The name and address of the incorporator of this Corporation is as follows: William C. Robinson, Jr., 802 11<sup>th</sup> Street West, Bradenton, Florida 34205.

#### **ARTICLE XII. REGISTERED OFFICE AND AGENT**

**12.1 Registered Office and Agent:** Until changed by the Association in its sole

IN WITNESS WHEREOF, the incorporator has caused these Articles to be executed in its name by an officer thereunto duly authorized this 9<sup>th</sup> day of JANUARY, 2020.

Witnesses to President's Signature:

NORTH RIVER ESTATES COMMUNITY  
ASSOCIATION, INC.

Signed: Richard G. Horro  
Print Name: RICHARD G. HORRO

Signed by: David P. Muye  
Print Name and Title: DAVID P. MUYE, President

Signed: Peggy J. Bader  
Print Name: PEGGY J. BADER

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of JANUARY, 2020, by DAVID MUYE, as President of the North River Estates Community Association, Inc. He/She is personally known to me or has produced Personally known as identification.

Notary Public, State of Florida  
Print Name: Rosemarie Reece  
Date: January 9, 2020

My Commission Expires: 2023



Rosemarie Reece  
Comm. #GG930320  
Expires: November 7, 2023  
Bonded Thru Aaron Notary