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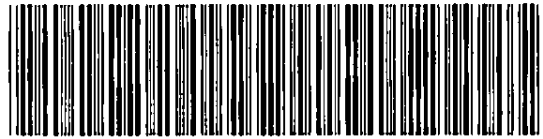
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AUG 10 2019

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Memo

To: Division of Corporations – Amendments Section
From: Stephanie Adams, Paralegal
Re: South Lakes Land Owners Association, Inc.
Date: July 25, 2019

Enclosed for filing please find original Articles of Incorporation and one (1) copy, together with a postage-prepaid envelope in the above-referenced matter. I have also enclosed a check # 24747 in the amount of \$35.00 to cover the cost of filing. If you have any questions, please do not hesitate to contact me in the Stuart office (address above). Thank you.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SOUTH LAKES
LAND OWNERS ASSOCIATION, INC.
(A Corporation Not for Profit Under
the Laws of the State of Florida)**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The purpose of this Amended and Restated Articles of Incorporation is to continue the purposes of the Articles of Incorporation as originally filed with the Department of State on August 10, 2005.

**ARTICLE 1
NAME OF CORPORATION**

1.1. The name of the corporation is SOUTH LAKES LAND OWNERS ASSOCIATION, INC. (hereinafter called the "Association").

**ARTICLE 2
PRINCIPAL OFFICE OF THE ASSOCIATION**

2.1. The principal place of business and the mailing address of the Association shall be as designated from time to time by the Board of Directors of the Association.

**ARTICLE 3
PURPOSE**

3.1. The purpose for which the Association is organized is to provide an entity responsible for the operation of a single family residential community to be known generally as the SOUTH LAKES Subdivision (hereinafter referred to as the "Project") developed by SOUTH LAKES, L.L.C., a Florida corporation, to perform all the duties and obligations of the Association and to receive all benefits accruing to the Association as set forth in that certain Master Declaration of Covenants, Conditions, Reservations and Restrictions of SOUTH LAKES Subdivision, and to engage in all such other lawful activities provided under applicable law.

ARTICLE 4

DEFINITIONS

4.1. Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Declaration of Covenants, Conditions, Reservations and Restrictions for SOUTH LAKES Subdivision recorded in the Public Records of INDIAN RIVER COUNTY, Florida, as it may from time to time be amended (hereinafter called the "Declaration").

ARTICLE 5

POWERS OF THE ASSOCIATION

5.1. The Association does not contemplate monetary gain or profit to the Members thereof. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers except as permitted as a matter of law or as reimbursement to directors or officers for costs incurred on behalf of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners or Members and for the maintenance, operation and improvement of the property described in the Declaration and all portions thereof intended for the common use and enjoyment of the Owners.

5.2. The Association shall operate, maintain and manage the surface water or Storm Water Management System(s) in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants, Conditions, Reservations and Restrictions which relate to the Surface Water or Storm Water Management System. The Association shall levy and collect adequate assessments against Members of the Association or Owners of parcels within the Project for the costs of maintenance and operation of the Surface Water or Storm Water Management System.

5.3 The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association not otherwise expressly prohibited herein, including, but not limited to, the following:

(a) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Property and for the health, comfort, safety, and welfare of lot Owners and Members and to make and amend the Bylaws of the Association.

(b) To own, control, operate, manage, maintain, repair, and replace the common property, including the right to reconstruct Improvements after casualty and the right to make further improvements to the common property.

(c) To levy and collect Assessments against Members of the Association or Owners of parcels within the Project, as provided for in the Declaration and the Bylaws of this Association to reduce unpaid Assessments to judgments and to have execution thereon or to enforce by foreclosure or otherwise any lien upon an Owner's parcel for unpaid Assessments, to generally accomplish the purposes set forth in the Declaration.

(d) To enforce the provisions of the Declaration, these Articles of Incorporation, and the Bylaws of the Association.

(e) To exercise, undertake, and accomplish all of the powers, rights, duties, and obligations which may be granted to or imposed upon the Association pursuant to the Declaration, including, but not limited to, the enforcement of all of the covenants, restrictions, and other terms contained in or imposed by the Declaration.

(f) The irrevocable right of ingress, egress and regress to each Lot during reasonable hours, when necessary, for the maintenance, repair, or replacement of any common property or for making emergency repairs necessary to prevent damage to the common property, or to another Lot or Lots.

(g) To pay taxes and other charges, on or against property owned or accepted by the Association.

(h) To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, in payment of property acquired, or for any of the other purposes of the Association, and to secure the repayment of any such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the Association, wherever situated, and to enter into, perform and enforce contracts.

(i) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.

(j) To charge recipients for services rendered by the Association and the use of Association Property where such is deemed appropriate by the Board of Directors of the Association and is permitted by law.

(k) To authorize a management agent to assist the Association in carrying out its powers and duties.

ARTICLE 6

MEMBERS

6.1. The qualification of members, the manner of their admission to and termination of such membership, and voting by members shall be as follows:

6.2. All Lot Owners shall be members of the Association, and no other persons or entities shall be entitled to membership, except as otherwise provided herein.

6.3. Subject to the provisions of the Declaration and the Bylaws of this Association, membership shall be established by the acquisition of the ownership of fee title to or fee interest in a Lot whether by conveyance, devise, judicial decree, or otherwise and by the recordation amongst the Public Records of Indian River County, Florida, of the deed or other instruments validity establishing such acquisition and designating the Lot affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument, and shall be terminated automatically upon the Member being divested of title to all Lots owned by such Member. Membership is nontransferable and inseparable from ownership of the Lot, except as an appurtenance to a Lot.

6.4. The Corporation shall have one (1) class of voting membership:

Members shall be all owners of Lots in SOUTH LAKES Subdivision. There shall be only one (1) vote per each platted Lot owner. When more than one (1) person holds an interest in any such Lot, all such persons shall be members. The sole vote for such Lot shall be exercised as provided in the bylaws. With respect to each Lot owned by an entity other than a natural person(s), the Lot Owner shall file with the secretary of the Association a notice designating the name of the natural person authorized to cast the vote of such Member or Owner.

6.5. The Bylaws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members in addition to the annual meeting.

6.6. Multiple Owners: Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) vote is cast for any Lot, none of the votes for that Lot shall be counted and said votes shall be deemed void. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

ARTICLE 7

DIRECTORS

7.1. The affairs and property of the Association shall be managed and

governed by a Board of Directors composed of not less than three (3) Directors nor more than seven (7) Directors. The first Board of Directors shall have three (3) members, and the number of Directors on subsequent Boards will be determined from time to time in accordance with the provisions of the Bylaws of the Association. All Directors must be Members.

7.2. 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 for in the Bylaws.

ARTICLE 8

OFFICERS

8.1. The affairs of the Association shall be administered by the Officers of the Association holding the offices designated in the Bylaws. The Officers of the Association shall be elected by the Board of Directors 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. Officers must be Members of the Board of Directors of the Association. The Bylaws shall provide for the duties of Officers, and for the removal from office of Officers and for the filling of vacancies.

ARTICLE 9

BYLAWS

9.1. The Bylaws of the Association may be altered, amended, or rescinded only as provided in the Bylaws.

ARTICLE 10

DURATION

10.1. The Association commenced to exist upon the original filing of these Articles with the Florida Department of State, and the Association shall thereafter exist in perpetuity.

ARTICLE 11

AMENDMENTS

11.1. Amendments to these Articles may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by Members of the Association owning not less than one-third (1/3) of the Lots, whether meeting as Members or by instrument in writing signed by them. Upon any Amendment to the Articles of Incorporation being proposed by said Board of Directors, or Members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or, in the absence of the President, such other Officer of the Association who shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days nor later

than sixty (60) days from the receipt by him or her of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or electronically transmitted not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the Member at his post office address as it appears on the records of the Association, the postage thereon prepaid. If electronically transmitted, such notice shall be deemed to have been given when transmitted to the electronic address as it appears on the records of the Association. Any Member may waive such notice, by written waiver of notice. And, when such waiver of notice is filed in the records of the Association (whether before or after the holding of the meeting), it shall be deemed equivalent to the giving of such notice to such Member.

At such meeting, the Amendment or Amendments proposed must be approved solely by an affirmative vote of Members holding at least two-thirds (2/3) of the total membership votes.

11.2. Limitations. No Amendment shall be made that is in conflict with the Declaration.

ARTICLE 12

ASSOCIATION ASSETS

12.1. 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 such Member's Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws of the Association.

12.2. In the event of a permanent dissolution of the Association, the Owners may establish a successor nonprofit organization for the purpose of holding title to the Association assets and carrying out the duties and responsibilities of the Association hereunder. In the event no such organization is formed, then the assets shall be dedicated to INDIAN RIVER County, Florida or other applicable governmental entity. However, in no event shall INDIAN RIVER County, Florida or other applicable governmental entity be obligated to accept any dedication offered to it by the Association or the Owners pursuant to this Section. INDIAN RIVER County, Florida or other applicable governmental entity, may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered County Commission, or governing body. In the event assets of the dissolved Association are not accepted by Indian River County, Florida or other applicable governmental entity, then the assets shall be distributed in accordance with Florida Statute Section 617.1406(3)(c) or any successor statutory provision.

12.3. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 13

INDEMNIFICATION OF OFFICERS AND DIRECTORS

13.1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

13.2. 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, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

13.3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

13.4. Any indemnification under Section 13.1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 13.1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs,

by a majority vote of Members of the Association.

13.5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking, satisfactory to the Board of Directors, by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.

13.6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capacities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

13.7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy or applicable law. In the event that indemnification provided under this Article is deemed to be against public policy or applicable law, such an event shall not invalidate or affect any other right or indemnification herein provided.

13.8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 13.1, whether or not the Association would have the power to indemnify him or her under this Article.

13.9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE 14 **INCONSISTENCY**

14.1. In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation,

the terms and provisions of the Declaration shall prevail.

ARTICLE 15
REQUIRED APPROVALS

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

ARTICLE 16
REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The street address of the registered office of the Association and the name of the Registered Agent shall be as determined by the Board of Directors from time to time.

These Amended and Restated Articles of Incorporation for South Lakes Land Owners Association, Inc. were approved by two-thirds (2/3rds) of the Members, which vote was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 11 day of July, 2019.

WITNESSES:

**SOUTH LAKES LAND OWNERS
ASSOCIATION, INC.**

[Signature]
Printed Name: Francine M. [Signature]

[Signature]
Printed Name: Shelly L. Greer

By: [Signature]
Craig MacCoy, President

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me on July 11, 2019, by Craig MacCoy, as President of South Lakes Land Owners Association, Inc. ☒ who is personally known to me, or ☐ who has produced identification [Type of Identification: _____].

Notarial Seal:  **Shelley Stang**
COMMISSION # GG281285
EXPIRES: Dec. 7, 2022 Page 9 of 10
Bonded Thru Aaron Notary

[Signature]
Notary Public

WITNESSES:

[Signature]

Printed Name: FRANCITA M. Kelly

[Signature]

Printed Name: Shelly L. Greer

SOUTH LAKES LAND OWNERS
ASSOCIATION, INC.

By: *[Signature]*

DAVID SOMMERFELD, Secretary



STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me on July 11, 2019, by David Sommerfeld, as Secretary of South Lakes Land Owners Association, Inc. ☒ who is personally known to me, or ☐ who has produced identification [Type of Identification: _____].

Notarial Seal

[Signature: Shelley Stang]
Notary Public



Shelley Stang
COMMISSION # GG281285
EXPIRES: Dec. 7, 2022
Bonded Thru Aaron Notary