

N060000003017

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

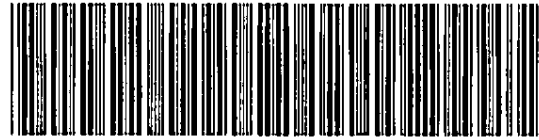
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400349503254

08/19/20--01004--011 44:55:55

2020 OCT 1 11:21:49

Amend
Restarted

OCT 01 2020

I ALBRITTON

ROSS EARLE BONAN & ENSOR, P.A.

ATTORNEYS AT LAW

DEBORAH L. ROSS*
DAVID B. EARLE +*
ELIZABETH P. BONAN*
JACOB E. ENSOR*

ROYAL PALM FINANCIAL CENTER
SUITE 101
789 SW FEDERAL HIGHWAY
STUART, FLORIDA 34994
(772) 287-1745

TRANSOCEAN BUILDING
SUITE 220
1701 HIGHWAY A1A
VERO BEACH, FLORIDA 32963
(772) 563-9555

JOHN P. CARRIGAN*
SAMANTHA L. SIMPSON
LAUREN A. CARROLL
JESSE S. HORNBERGER

*CERTIFIED CIRCUIT CIVIL MEDIATOR

BOARD CERTIFIED IN CONDOMINIUM*
& PLANNED DEVELOPMENT LAW

August 11, 2020

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

RE: Amended and Restated Articles of Incorporation for River Marina Estates
Homeowners Association, Inc.

Dear Sir or Madam:

Enclosed for filing are the Amended and Restated Articles of Incorporation for River Marina Estates Homeowners Association, Inc., together with a photocopy to be date stamped and returned to this office in the self-addressed stamped envelope enclosed for your convenience. Also enclosed is a check in the amount of \$35.00 to cover the filing fee.

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

Sincerely,



Alexis Roman
Paralegal to Elizabeth P. Bonan, Esq.

Enclosures

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
RIVER MARINA ESTATES HOMEOWNERS ASSOCIATION, INC.**

FILED
2020 APR 14 PM 2:49

The purpose of these Amended and Restated Articles of Incorporation is to continue the purpose of the Articles of Incorporation filed with the Secretary of State on March 16, 2006.

1. Name of Corporation. The name of the corporation shall be River Marina Estates Homeowners Association, Inc. (the "**Association**").

2. Principal Office. The principal office of Association is as designated by the Board of Directors from time to time.

3. Registered Office – Registered Agent. The street address of the Registered Office of Association and the name of the Registered Agent of Association is as designated by the Board of Directors from time to time.

4. Definitions. A declaration entitled Declaration for River Marina Estates (the "**Declaration**") has been recorded in the Public Records of Martin County, Florida, and shall govern all of the operations of a community to be known as River Marina Estates Community (the "**Community**"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; (d) promote the health, safety and welfare of the Owners.

6. Not-for-Profit. Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and the Community.

7.3 To fix, levy collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.4 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association and establish Reserves for deferred maintenance or capital expenditures.

7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.6 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of the Community to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, the Community, the Common Areas, Lots, Parcels and Homes, as provided in the Declaration, and to effectuate all of the purposes for which Association is organized.

7.10 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.11 To employ personnel and retain independent contractors to contract for management of Association, the Community, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.12 To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and the Community as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services; to establish committees and delegate certain of its functions to those committees.

7.13 To provide any and all supplemental municipal services as may be necessary or proper.

7.14 To pay utility bills for utilities serving the Common Areas or other property.

7.15 The obligation to assist in the enforcement of the Declaration which relate to the Surface Water Management System.

8. Terms of Existence. Association shall have perpetual existence.

9. Voting Rights. Owners shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of Association shall be managed by a Board of up to five (5) persons. Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting.

11. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine.

12. Indemnification.

12.1 Indemnity. Association shall indemnify any person 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, employee, officer, or agent of Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

12.2 Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

12.3 Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon the plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

12.4 Expenses. To the extent that a director, officer, employee or agent of Association has been successful on the merit or otherwise in defense of any action, suit or proceeding referred to in Section 12.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

12.5 Approval. Any indemnification under Section 12.1 above (unless ordered by a court) shall be made by Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 12.1 above. Such determination shall be made (a) by the Board 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, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Owners.

12.6 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by Association as authorized in this Article 12.

12.7 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, agreement, vote of Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

13. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the board which authorized the contract or transaction.

14. Amendments.

14.1 General Restrictions on Amendments. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

14.2 Amendments. Subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the Members of Association at which there is a quorum.

15. Limitations.

15.1 Declaration is Paramount. No amendments may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

16. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any Member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

These Amended and Restated Articles of Incorporation for River Marina Estates have been approved by at least sixty-six and two-thirds (66 & 2/3) of the Board of Directors and seventy-five (75%) percent of the votes present (in person or by proxy) at the Members meeting held on July 28, 2020.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 7 day of August, 2020.

WITNESSES AS TO PRESIDENT:

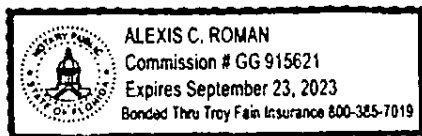
[Signature]
Printed Name: Susan Paulin

Alexis Roman
Printed Name: Alexis Roman

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Kim Hauck, as President of River Marina Estates Homeowners Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on August 3, 2020.

Notarial Seal



RIVER MARINA ESTATES
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Kim HAUCK, President

Alexis Roman
Notary Public
Printed Name: Alexis Roman
My Commission Expires: 9/23/23

WITNESSES AS TO SECRETARY:

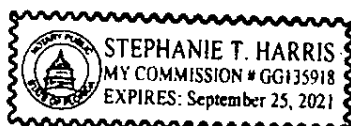
[Signature]
Printed Name: SCOTT MINTKRELL

[Signature]
Printed Name: Jennifer Hanner

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Jack Purdy, as Secretary of River Marina Estates Homeowners Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on August 7, 2020.

Notarial Seal



RIVER MARINA ESTATES
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Jack Purdy, Secretary

CORPORATE SEAL

[Signature]
Notary Public
Printed Name: Stephanie T. Harris
My Commission Expires: 9/25/2021