

NO7000004977

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

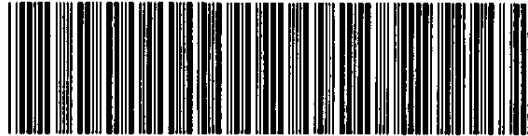
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

entitled as either
art. 9 and/or
amend/Restate

Office Use Only



300269223903

02/18/15--01023--007 **43.75

FILED
15 MAR -2 AM 11:21
FALLS CHURCH, VIRGINIA

Amend/
Restate

MAR 03 2015

R. WHITE

**BECKER &
POLIAKOFF**

111 N. Orange Avenue
Suite 1400
Orlando, Florida 32801
Phone: (407) 875-0955 Fax: (407) 999-2209

Pages (Including cover): 12

Date: March 2, 2015

Time Sent:

Operator:

To/Company:

Fax No.:

Phone No.:

Florida Department of State
Division of Corporations

Attention: Rebekah
White

Regulatory Specialist II

Client #/Matter #:

From: Elizabeth A. Lanham-Patric, Esq.

Re: N07000004977

Rolling Ridge RV Resort Condominium Association, Inc.

Comments:

Attached please find Amended and Restated Articles of Incorporation of Rolling Ridge RV Resort Condominium Association, Inc.

Please return a certified copy in the envelope that was previously provided.
Thank you.

The information contained in this transmission is attorney privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. THANK YOU.

If you do not receive all pages, please call immediately.

RECEIVED
15 MAR -2 PM 2:49
MAR 2 2015



CEVIECBA

AND PROXIMUS & VENTUS

001 98 001

FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 20, 2015

ELIZABETH A LANHAM PATRIE
111 N ORANGE AVE STE 1400
ORLANDO, FL 32801

SUBJECT: ROLLING RIDGE RV RESORT CONDOMINIUM ASSOCIATION,
INC.

Ref. Number: N07000004977

We have received your document for ROLLING RIDGE RV RESORT CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please file the document as either Articles of Amendment or Restated Articles of Incorporation pursuant to applicable Florida Statutes.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Rebekah White
Regulatory Specialist II

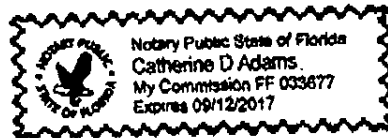
Letter Number: 915A00003650

850-245-6897
Rebekah

RIDGE RV RESORT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation,
on behalf of the Corporation. He/She ☐ is personally known to me or ☒ has produced FDL# H233172508750
as identification.

WITNESS my hand and official seal in the County and State last aforesaid on this 26
day of January, 2015.

Catherine D. Adams
Notary Public State of Florida
Print Name: Catherine D. Adams
Commission No.: FF 033677
My Commission Expires: 9-12-17



**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
ROLLING RIDGE RV RESORT CONDOMINIUM ASSOCIATION, INC.**

This proposed amendment is a substantial rewording of the Articles of Incorporation. Please see the Articles of Incorporation filed on May 17, 2007 and recorded at Official Records Book 3434, Page 592 and re-recorded at Official Records Book 4093, Page 2258 all of the Public Records of Lake County, Florida for present text.

WHEREAS, the original Articles of Incorporation of Rolling Ridge RV Resort Condominium Association Inc., was originally recorded at Official Records Book 3434, Page 592 as Exhibit "B" to the Declaration of Condominium of Rolling Ridge RV Resort, a Condominium recorded at Official Records Book 3434, Page 537 and re-recorded at Official Records Book 4093, Page 2258 as Exhibit "B" to the Amended and Restated Declaration of Condominium of Rolling Ridge RV Resort, a Condominium recorded at Official Records Book 4093, Page 211 all of the Public Records of Lake County, Florida (hereinafter "Original Articles of Incorporation"); and

WHEREAS, the Members have determined that it is in the best interest of the Members and the Association to restate and amend said Original Articles of Incorporation for the purpose of eliminating possible ambiguity in the terms of the Original Articles of Incorporation and to make the Articles of Incorporation consistent with the Declaration, as amended, and Florida law.

NOW THEREFORE, pursuant to the authority in Article XI, Section 11.1 of the Original Articles of Incorporation, the Board of Directors by not less than ¼ votes of all directors and the Members by not less than a majority vote of the Members hereby restate and amend in its entirety the original Articles of Incorporation.

This Amended and Restated Articles of Incorporation of Rolling Ridge RV Resort Condominium Association, Inc., specifically and completely supersedes and replaces the original Articles of Incorporation.

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

1.1 The name of this corporation is ROLLING RIDGE RV RESORT CONDOMINIUM ASSOCIATION, INC. (the "Association").

1.2 The original principal office and mailing address of the Association is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801, and the current principal office and mailing address is 20285 US Highway 27, Clermont, FL 34715.

ARTICLE II
REGISTERED OFFICE AND AGENT

The name of the Association's initial registered agent and street address of the office of the initial registered agent was:

PETER A MCFARLANE, ESQUIRE
500 South Florida Avenue, Suite 200
Lakeland, Florida 33801

ARTICLE III
DECLARATION

A declaration entitled Declaration of Condominium of Rolling Ridge RV Resort, a Condominium, as it may be amended from time to time, was recorded in the Public Records of Lake County, Florida (the "Condominium Declaration"), by which the Condominium Property was submitted by Developer to the condominium form of ownership in accordance with Chapter 718, Florida Statutes. All terms contained in these Articles of Incorporation shall have the meanings ascribed to them by the Condominium Declaration.

ARTICLE IV
PURPOSE

4.1 The purpose for which the Association is organized is to manage, operate and maintain a condominium, to be known as Rolling Ridge RV Resort, a Condominium (the "Condominium") in accordance with Chapter 718, Florida Statutes, and Condominium Declaration. The Association will manage, operate and maintain the property in which the Condominium is located pursuant to the Declaration. All capitalized terms not defined herein and used in these Articles of Incorporation shall have the same meaning as ascribed to them in the Declaration, unless the context otherwise requires.

4.2 The Association shall have no capital stock and shall make no distribution of income or profit to its members, directors or officers.

ARTICLE V
POWERS

5.1 The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles of Incorporation, all of the powers set forth in Chapters 718 and all of the powers set forth in the Declaration.

5.2 The Association, through its Board of Directors, shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

(a) To adopt a budget and make and collect assessments against Owners to defray the costs of the Condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, manage, repair, replace and operate the property on which the Condominium is developed ("Condominium Property"), including, but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Condominium Property.

(d) To reconstruct improvements after casualty and construct further improvements to the Condominium Property.

(e) To promulgate and amend the Rules and Regulations regarding the Condominium Property.

(f) To enforce by legal means, including the levying of fines in accordance with Chapter 718, the provisions of the various Condominium Documents, these Articles of Incorporation, the Bylaws, and the Rules and Regulations.

(g) To contract for the management of the Condominium with a manager or management company ("Management Company") and to delegate and assign to such Management Company all powers and duties of the Association except such powers and duties as are specifically required by the various Condominium Documents or the Management Agreement (defined hereinafter) to have approval of the Board or the Owners or such powers and duties which may not be assigned or delegated pursuant to Chapter 718. The Association and its officers shall retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association, except when such powers and duties have been expressly delegated or assigned to a Management Company in the Bylaws or in a Management Agreement.

(h) Unless otherwise provided by law, in the event anyone fails to pay fees, costs and assessments of any kind, to pay the same and to assess the same against the party which fails to properly pay.

(i) To obtain loans for purposes of meeting the financial needs of running the Condominium Property it operates, and as security therefore, pledge the income from assessments collected from Owners.

(j) To pay the cost of all power, water, sewer and other Utility Services rendered to the Condominium Property and not billed directly to Owners.

(k) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including, but not limited to, accountants and attorneys.

(l) To bond any or all employees, officers and directors of the Association.

(m) To maintain all books and records concerning the Condominium Property, including, but not limited to, the maintenance of a complete list of the names and addresses of all Owners.

(n) To collect from Owners all assessments, membership fees, if any, operations, replacement or other expenses in relation to any agreements, memberships or other use interest in land or recreational facilities in accordance with the Declaration, all as a Common Expense.

(o) To collect from Owners all assessments and fees imposed by the Declaration (if any).

(p) To assign at any time and from time to time any or all of its powers to the Management Company to the extent permitted by law.

(q) To enter into contracts with cable television, telephone, Internet and transportation service, if any, providers for the benefit of Owners and to assess such costs to Owners as a Common Expenses.

(r) To grant use rights in and to the recreational facilities of the Condominium which are either Common Elements or Association Property to third parties who are not Owners in the Condominium and to assess and collect from such third parties fees for the use of the same if use is covered by insurance.

(s) To assess and collect reasonable user fees from any third party who is not an Owner in the Condominium but who have been granted use rights in and to the recreational facilities of the Condominium which are either Common Elements or Association Property if use is covered by insurance.

(t) All funds, the title to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the Owners in accordance with the provisions of the Condominium Documents.

(u) To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Elements, if any, to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines subject only to requirements in the Condominium Declaration, if any.

(v) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

ARTICLE VI **MEMBERSHIP**

6.1 The qualifications of members of the Association, the manner of their admission, and voting by the Members shall be as follows:

(a) The voting membership shall be as set forth in subsection (d) of this Article. An Owner shall be entitled to one (1) vote for each Lot he/she owns.

(b) Changes in membership in the Association shall be established by the recording in the Public Records of Lake County, Florida, a deed or other instrument establishing a change of record title to a Lot in the Condominium and the delivery to the Association of a copy of such recorded instrument. The new Owner designated by the recorded deed or other instrument establishing a change of record title to a Lot in the Condominium shall thereby become a member of the Association. The membership of the prior Owner shall be thereby terminated.

(c) The Owner's share in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Lot.

(d) In any meeting of the Members, Owners shall be entitled to cast one vote for each Lot owned as follows:

i. If a Lot is owned by one person, that person's right to vote shall be established by the record title to the Lot. Except as provided below, if a Lot is owned by more than one (1) person, those persons (including husbands and wives) shall decide among themselves who shall cast the vote of the Lot. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Lot shall be presumed to have the authority to do so unless the President or the Secretary is otherwise notified.

ii. Corporation. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot shall be the President unless another person is designated in a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be an Owner.

iii. Partnership or Limited Liability Company. If a Lot is owned by a general or limited partnership or a limited liability company, a partner or managing member shall be entitled to cast the vote for the Lot, unless another officer, employee, or person is designated in a certificate signed by the general or managing

partner or managing member and filed with the Secretary of the Association. Such a person need not be an Owner.

iv. Trust. If a Lot is owned by a Trust, then the Trustee shall be entitled to cast the vote for the Lot, unless another person is designated in a certificate signed by the Trustee and filed with the Secretary of the Association. Such person need not be an Owner.

The certificates, if provided to the Secretary of the Association, shall be valid until revoked or superseded by a subsequent certificate or until a change occurs in the ownership of the Lot concerned. The certificate shall be revoked in the same manner that it was established, as set forth above.

ARTICLE VII **DIRECTORS**

7.1 The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) directors, as is determined by the Board in accordance with the Bylaws. In the absence of such a determination, it shall consist of three (3) directors. Within these limits, the Board may from time to time increase or decrease the number of persons to serve on the Board; provided, however, that the Board shall always consist of an odd number of members.

7.2 Directors of the Association shall be appointed or elected in the manner provided by the Bylaws.

7.3 The directors shall be elected annually and shall serve as directors until their successors are elected or appointed as provided in the Bylaws.

ARTICLE VIII **OFFICERS**

The affairs of the Association shall be administered by a president, vice-president, a secretary, a treasurer, and as many assistant vice-presidents; assistant secretaries and assistant treasurers as the Board shall from time to time determine. Such officers shall be elected by the Board at its first meeting following each annual meeting of the Owners of the Association. Officers shall serve without compensation at the pleasure of the Board. The same person may hold two offices, the duties of which are not incompatible; provided however, that the president shall not also be the vice-president, secretary, assistant secretary, treasurer, or assistant treasurer.

ARTICLE VIX

INDEMNIFICATION

9.1 **Indemnity.** The 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 proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees at all levels, including appellate levels), judgments, fines and amounts paid which are reasonably incurred by him in connection with such action, suit or proceedings, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association and acted with gross negligence, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. In the event of a termination of any action, suit or proceeding by settlement, this indemnification provision shall apply only when the Board has approved such settlement and reimbursement as being in the best interest of the Association.

9.2 **Expenses.** Unless a director, officer, employee or agent of the Association is not entitled to be indemnified under Section 9.1, he shall be indemnified against expenses (including attorneys' fees at all levels, including any appellate levels) actually and reasonably incurred by him in connection with any action, suit or proceeding referred to in Section 9.1.

9.3 **Advances.** 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 proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article IX.

9.4 **Miscellaneous.** The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, 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.

9.5 **Insurance.** The Association shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of this Article.

9.6 **Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article IX may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE X
BYLAWS

The initial Bylaws were adopted by the Board and the Bylaws maybe altered, amended or rescinded in the manner as provided by the Bylaws.

ARTICLE XI
AMENDMENTS

11.1 Amendments to these Articles of incorporation shall be proposed and adopted in the following manner:

(a) Notice of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(b) Amendments may be proposed by either the Board or by twenty-five (25%) percent of the Members, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than a three-fourths (3/4) vote of all the directors and by not less than a majority vote of the Members at a duly called meeting of the Association.

(c) An amendment, if adopted, shall be effective when filed with the Florida Department of State and recorded in the Public Records of Lake County, Florida.

(d) Notwithstanding the foregoing, these Articles of Incorporation may be amended by the Association as may be required by any governmental entity or as may be necessary to conform these Articles of Incorporation to any governmental statutes.

ARTICLE XII
TERM

The term of the Association shall be for the life of the Condominium as indicated in the Declaration. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

ARTICLE XIII
INCORPORATOR

The name and residence of the incorporator of these Articles of Incorporation was as follows:

William C. Reynolds
500 South Florida Avenue, Suite 100
Lakeland, Florida 33801