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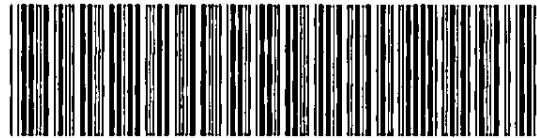
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amended
Restated

DEC 13 2019

ALBRITTON

DANIEL J. LOBECK*
MARK A. HANSON* **
MICHELLE A. ROWE

LEAH E. ELLINGTON*
KEVIN F. COLEMAN

2033 MAIN STREET, SUITE 403
SARASOTA, FL 34237
(941) 955-5622
FAX (941) 951-1469

E-MAIL law@lobeckhanson.com
INTERNET www.lobeckhanson.com

THE LAW OFFICES OF
LOBECK & HANSON

PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS
* CIVIL LITIGATION
PERSONAL INJURY
FAMILY LAW
LAND USE LAW
ESTATES AND TRUSTS

* FLA. BOARD CERTIFIED SPECIALIST IN CONDOMINIUM
AND PLANNED DEVELOPMENT LAW

** FLA. SUPREME COURT CERTIFIED MEDIATOR

November 12, 2019

Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

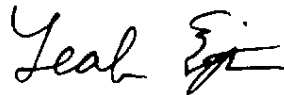
Re: Certificate of Amendment
Riva Trace Homeowners Association, Inc.

To Whom It May Concern:

Please find enclosed an original Certificate of Amendment and attached Amendment to the Articles of Incorporation for the above-referenced corporation and a check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Sincerely,



Leah E. Ellington

LEE/pft
Enclosure

Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED

ARTICLES OF INCORPORATION OF RIVA TRACE HOMEOWNERS ASSOCIATION, INC.

These are the Articles of Incorporation of Riva Trace Homeowners Association, Inc., a not-for-profit corporation under Chapters 617 and 720 of the Florida Statutes.

ARTICLE I. NAME

The name of this corporation shall be Riva Trace Homeowners Association, Inc. (herein "the Association").

ARTICLE II. PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and place of business of the Association is 4301 32nd St. W., Ste. A-20, Bradenton, Florida 34205. The mailing address of the Association is 4301 32nd St. W., Ste. A-20, Bradenton, Florida 34205. The Association Board of Directors (herein "the Board") may change the location of the principal office and mailing address of the Association from time to time.

ARTICLE III. DURATION

The period of duration of the Association is perpetual.

ARTICLE IV. DEFINITIONS

All capitalized terms used in these Articles of Incorporation which are not defined herein shall have the meaning set forth in the Declaration of Covenants, Conditions, Easements and Restrictions for Riva Trace recorded in the Public Records of Manatee County, Florida, as such Declaration may be amended from time to time (herein "the Declaration").

ARTICLE V. PURPOSE

The purpose for which the Association is organized is to provide an entity for the maintenance, preservation, management and architectural control of the Lots and Common Property located within Riva Trace, a residential development located in Manatee County,

Florida (herein "the Subdivision"). The Association, shall have the further purpose of promoting the health, safety and welfare of the Owners and occupants of the Subdivision consistent with the Declaration of Covenants, Conditions, Easements and Restrictions for Riva Trace (herein "the Declaration"), these Articles, and the Bylaws of the Association.

ARTICLE VI. POWERS

6.01. COMMON LAW AND STATUTORY POWERS. The Association shall have all of the common law and statutory powers of a corporation not-for-profit not in conflict with these Articles or the Declaration.

6.02. SPECIFIC POWERS. The Association shall have all of the powers and duties set forth in the Declaration, as amended from time to time, except as validly limited by these Articles and by said Declaration, and all of the powers and duties reasonably necessary to own and operate the Common Property of the Subdivision, pursuant to said Declaration and to perform the maintenance, administrative, managerial and other functions for the Association, as provided in said Declaration, as they may be amended from time to time, including, but not limited to, the following:

A. To enforce the provisions of the Declaration, these Articles and the Bylaws of this Association by appropriate means and carry out the obligations of the Association under the Declaration.

B. To make and collect Assessments against Members as Lot Owners to defray the cost of the Common Expenses of the Association as provided in the Declaration.

C. To use the proceeds of Assessments in the exercise of its powers and duties.

D. To accept, hold title to, own, purchase, acquire, convey, replace, improve, manage, maintain and administer the use of the Common Property of Riva Trace Subdivision in accordance with the Declaration.

E. To purchase insurance upon the Common Property and for the protection of the Association and its Members.

F. To reconstruct the improvements of the Common Property after casualties and further to improve the Common Property in accordance with the Declaration.

G. To adopt and amend reasonable rules and regulations respecting the use of the Lots and Common Property in accordance with the Declaration.

H. To enforce, by legal means, the provisions of the Declaration, the Bylaws of the Association, and rules and regulations duly adopted by the Association.

I. To furnish or otherwise provide for private security, fire protection or such other services as the Board, in its discretion, determines necessary or appropriate.

J. To pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.

K. To obtain all required utility and other services for the Common Property.

L. To maintain architectural control over the Subdivision in accordance with the Declaration.

M. To negotiate and contract for such materials and services for the benefit of all or any part of the Lot Owners who may subscribe to or elect to accept such materials or services as agent on behalf thereof, in accordance with the Declaration.

N. To borrow money and to pledge assets of the Association as security therefor pursuant to the Declaration.

O. To employ personnel for reasonable compensation to perform the services required for the proper carrying out of the Association responsibilities.

P. To prepare and maintain such parts of the Subdivision as may be provided in the Declaration.

Q. 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 Declaration, these Articles or the Bylaws, including any right or power reasonably to be inferred from the existence of any other right, power, duty, or obligation given to the Association, or reasonably necessary to effectuate its obligation under the Declaration.

R. To the extent required by the Declaration, to operate and maintain a stormwater management system and a stormwater discharge facility as exempted or permitted by the Southwest Florida Water Management District. Should this Association be dissolved, any stormwater management system and discharge facility shall be maintained by an entity approved by the Southwest Florida Water Management District.

S. To enter into one or more contracts for the management of the Association, the Common Property and any part thereof.

T. To sue and be sued.

U. To require all the Lot Owners in the Subdivision to be Members of the Association.

6.03. 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 Declaration, these Articles and the Bylaws of the Association.

6.04. LIMITATION ON EXERCISE OF POWER. 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 Declaration, these Articles and the Bylaws of the Association.

ARTICLE VII. MEMBERSHIP AND VOTING RIGHTS

7.01. MEMBERS. The Members of the Association shall consist of all of the record Owners of Lots in the Subdivision subject to the Declaration and operated hereby.

7.02. 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 Subdivision. The Owner designated in such instrument shall thereupon become a Member of the Association and the membership of the prior Owner shall thereupon be terminated. The Bylaws shall further govern the designation of membership representatives of a Lot where record title is held, jointly, or by a Trustee or business entity.

7.03. LIMITATION ON A TRANSFER OF SHARES OR 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.

7.04. VOTING. Subject to the restrictions and limitations hereinafter set forth, all Members shall be entitled to one (1) vote for each Lot that they own. Voting rights shall be subject to such provisions for delegation of voting rights and the use of proxies as may be provided in the Declaration and the Bylaws.

ARTICLE VIII. BOARD OF DIRECTORS

The Association's business and affairs shall be conducted, managed, and controlled by a Board of Directors (herein "the Board") as provided in the Bylaws. The number, method of election and removal of Directors, filling of vacancies, and the term of office of Directors shall be as set forth in the Bylaws.

ARTICLE IX. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association indemnifies any Director or officer made a party to or threatened to be made a party to any threatened, pending, or completed action, suit, or proceedings:

A. 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 completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, officer, or agent of the Association. Such indemnification shall include indemnification against expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by the indemnified Person in connection with such action, suit, or proceeding, if such Person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceedings, such Person had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding the foregoing, 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 misfeasance or malfeasance in the performance of his or her duty to the Association, unless, and then 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, in view of all of the circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper. 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 and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

B. Approval. Any indemnification under paragraph A above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper under the circumstances because the Person requesting indemnification has met the applicable standard of conduct set forth in paragraph A above. Such determination shall be made (i) by majority vote of the Members of the Board who were not parties to such action, suit, or proceeding, if sufficient to constitute a quorum, or (ii) if a quorum of the Board is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, in a written opinion rendered by independent legal counsel engaged by the Association, or (iii) by a majority vote of the voting interests of the membership of the Association.

C. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the 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 a written agreement by or on behalf of the affected Director, officer, employee, or agent to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Association as authorized in this Article.

D. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, under the Bylaws, or pursuant to any agreement, vote of Members, 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.

E. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Director, officer, employee, or agent of the Association, including, without limitation, as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

ARTICLE X. REGISTERED AGENT

The street address of the registered office of this corporation is 2033 Main Street, Suite 403, Sarasota, Florida, 34237 and the name of the registered agent of this corporation at that address is Law Offices of Lobeck & Hanson, P.A. The Board may change the Association's registered office and registered agent from time to time as permitted by law.

ARTICLE XI. BYLAWS

The Association Bylaws may be amended in the manner provided by the Bylaws.

ARTICLE XII. AMENDMENTS

These Articles may be amended upon the affirmative vote of the Members owning fifty-one percent (51%) of the Lots in the Subdivision. Amendments may be proposed by resolution of the Board, or by the Members owning ten percent (10%) of the Lots. No amendment shall make any change in the qualification for membership or the voting rights of Members without the approval of all Members. No amendment shall be made which is in conflict with the Declaration.

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION

RIVA TRACE HOMEOWNERS ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved at a meeting of the membership held on October 1, 2019, by the affirmative vote of not less than fifty-one percent (51%) of all voting interests of the Association, which is sufficient for adoption under Article IX of the Association Articles of Incorporation.

DATED this 11th day of November, 2019.

Witnesses:

RIVA TRACE HOMEOWNERS
ASSOCIATION, INC.

sign [Signature]

By: [Signature]
Tom McArdle, President

print Robert Parsons

sign [Signature]

print Gabriel Michaelis

Witnesses:

sign [Signature]

Attest: [Signature]
Bob Kloss, Secretary

print Robert Parsons

sign [Signature]

print Gabriel Michaelis

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 11 day of November, 2019, by Tom McArdle as President of Riva Trace Homeowners Association, Inc., on behalf of the corporation. He is personally known to me or has produced Florida Drivers as identification. license.

NOTARY PUBLIC

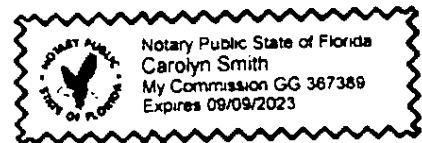
sign

print

Carolyn Smith
State of Florida at Large (Seal)

My Commission expires:

09-09-2023



STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 11 day of November, 2019, by Bob Kloss as Secretary of Riva Trace Homeowners Association, Inc., on behalf of the corporation. He is personally known to me or has produced Florida Drivers as identification. license.

NOTARY PUBLIC

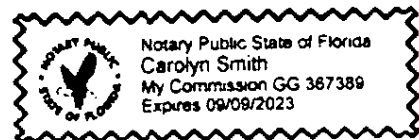
sign

print

Carolyn Smith
State of Florida at Large (Seal)

My Commission expires:

09-09-2023



Prepared by: Leah E. Ellington, Esq.
2033 Main Street, Suite 403
Sarasota, FL 34237