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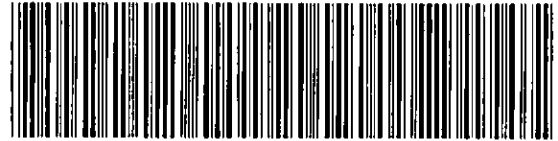
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S. PRATHER

LAW RECHARGED

Hamilton
Mikes

August 13, 2024

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: Articles of Restatement for Northstar Condominium Association, Inc.

To Whom It May Concern:

Please find enclosed herewith Articles of Restatement of Articles of Incorporation for Northstar Condominium Association, Inc., and Check No. 8606 in the amount of \$35.00 which represents payment in full of the filing fees.

Please feel free to contact our office should you have any questions.

Respectfully submitted,


Jason Hamilton Mikes, JD, MBA

Enclosures (as stated)

HAMILTONMIKES.COM 239 594 7227
3301 Bonita Beach Road Suite 200 Bonita Springs, Florida 34134

ARTICLES OF RESTATEMENT OF ARTICLES OF INCORPORATION

Pursuant to the provisions of Sections 617.01201 and 617.1007, Florida Statutes, the undersigned corporation restates its Articles of Incorporation.

A. The name of the corporation is Northstar Condominium Association, Inc.

B. The restatement contains amendments to the Articles of Incorporation requiring member approval.

C. The attached Amended and Restated Articles of Incorporation were adopted by the membership.

D. The attached restated Articles of Incorporation were adopted by the required vote of the members on the 11th day of April, 2024.

E. The number of votes cast were sufficient for approval.

F. Duly adopted Amended and Restated Articles of Incorporation supersede the original Articles of Incorporation and all amendments to them.

Dated this 21st day of June, 2024.

Witnesses:

Amber Paris

By: Amber Paris

Sarah Fenton

By: Sarah Fenton

**NORTHSTAR CONDOMINIUM
ASSOCIATION, INC.**

[Signature]
By: James Ryan
Association President

ATTEST: [Signature]
By: William Cavanaro
Association Secretary

(Corporate Seal)

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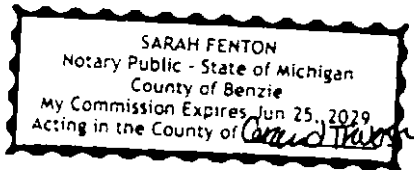
STATE OF Michigan
COUNTY OF Benzie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of June, 2024, by James Ryan as Association President for Northstar Condominium Association, Inc.

Sarah Fenton
Signature of Notary Public

Print Name: Sarah Fenton

Personally Known _____ OR Produced Identification ☒
Type of Identification Produced US passport



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**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
NORTHSTAR CONDOMINIUM ASSOCIATION, INC.**

A Corporation Not For Profit

**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION –
SEE CURRENT ARTICLES OF INCORPORATION FOR CURRENT TEXT**

These are the Amended and Restated Articles of Incorporation for Northstar Condominium Association, Inc., originally filed with the Florida Department of State on May 19, 1986, under Charter Number N14971. Amendments included have been added pursuant to Chapter 617, Florida Statutes, the Florida Not For Profit Corporation Act.

ARTICLE I. NAME

The name of the corporation shall be "Northstar Condominium Association, Inc." For convenience the corporation shall herein be referred to as the "Association".

ARTICLE II. PURPOSE

2.1 Purpose: The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, the Condominium Act, for the operation of Northstar, a Condominium, located in Collier County, Florida.

2.2 Distribution of Income: The Association shall make no distribution of income to its members, directors, or officers. This provision shall not apply to the distribution of insurance proceeds as provided in the Declaration, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declaration and the Act, nor reimbursement for expenses as may be authorized by the Board.

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, not in conflict with the terms of these Articles of Incorporation, the Condominium Act, the Declaration of Condominium for the Condominium operated by the Association.

3.2 Specific Powers: The Association shall have all of the powers and duties set forth in the Condominium Act and the Declaration, as amended from time to time, except as validly limited by these Articles of Incorporation and by the Declaration, in accordance with the Condominium Act, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to such Declaration, as it may be amended from time to time, including but not limited to the following:

- (a) To make and collect regular and special assessments against members as unit owners to defray the cost, expenses and losses of the Condominium and to make

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special assessments against members as Unit Owners for unpaid fines or for maintenance or repair which is the responsibility of the unit owner.

- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property which shall include the irrevocable right to access to each unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any of the common elements therein, or accessible therein or therefrom, or for making an emergency repair therein, that may be necessary to prevent damage to the common elements, or to another unit or units, and to maintain and repair units where authorized by the Declaration.
- (d) To purchase insurance upon the Condominium Property, and insurance for the protection of the Association, its Officers, Directors, Committee Members, and its Members as Unit Owners.
- (e) To reconstruct the improvements after casualty and to further improve the property, and to reconstruct improvements to units in accordance with the Declaration.
- (f) To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.
- (g) To approve or disapprove the transfer, mortgage, sale, leasing, ownership and possession of Units in the Condominium, as provided by the Declaration.
- (h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations, and other applicable laws, and the policies of Association.
- (i) To levy fines for violation of approved Condominium rules and regulations, or violations of the provisions of the Declaration, these Articles or the By-Laws, all as set forth in the By-Laws.
- (j) To contract for the management of the Condominium and any facilities used by the Unit Owners, and to delegate to such contractor such authority and duties as the Association deems appropriate, except as may be required by the Declaration of Condominium, the By-Laws or the Condominium Act to have the approval of the Directors or the membership of the Association.

- (k) To employ personnel for reasonable compensation to perform the services required for the proper administration and operation of the purposes of the Association.
- (l) To pay taxes and assessments which are liens against any part of the Condominium, other than the individual units, unless the individual unit or units are owned by the Association, and the appurtenances thereto, and to access the same against the unit and the owners of the unit which is subject to such liens.
- (m) To enter into agreements whereby it acquires leasehold membership and other possessory or use interest in the lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use benefits of the unit owners.
- (n) To purchase a unit or units in the Condominium in accordance with the provisions of the Declaration and to hold, lease, mortgage, improve and convey the same.
- (o) To enter into agreements for construction of recreation facilities, or buildings, or cable, satellite television programming, communications services as defined in Chapter 202, Florida Statutes, information services or internet services , and other amenities or facilities for the benefit of the unit owners and to borrow money for the purpose of carrying out such construction and to mortgage, lease or otherwise provide security for the repayment of said funds.
- (p) To amend the Declaration in accordance with the Condominium Act and the Declaration, and to add additional lands to the Condominium property.
- (q) To enter in agreements with other condominium or homeowners associations, providing for shared expense of items of management, administration and/or maintenance, and to become a member of an organization of such associations.
- (r) To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Association and the operation of the Condominium.
- (s) To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, special Assessments, or income or rights.

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 for the benefit of and use by the members, in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-Laws of the Association.

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 Declaration of Condominium, these Articles and the By-Laws of the Association.

ARTICLE IV. MEMBERS

4.1 Members: The members of the Association shall consist of all of the record owners of Units in the Condominium, and upon termination of the Condominium, shall consist of those who were Members at the time of such termination and their successors and assigns.

4.2 Change of Membership: Change of membership in the Association shall be established by the recording in the Public Records of Collier County, Florida, of a deed or other instrument establishing a change of record title to a unit in any Condominium operated hereby and the delivery to the Association of a copy of such instrument, and approval of such transaction by the Association as required by the Declaration. 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, as provided in the By-Laws. If transfer of a Unit has occurred without approval of the Association, and if in contravention of the provisions of the Declaration, the Association need not recognize a record Owner as the "Member," unless the Association chooses to ratify or waive its objection to the transfer of title.

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 unit for which that share is held.

4.4 Voting: On all matters upon which the membership shall be entitled to vote, the Owner of each Unit shall be entitled to one vote as a Member of the Association, provided, however, there shall be no vote of any Unit owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association. Owners owning more than one Unit shall be entitled to one vote for each Unit owned. Those Owners whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida law shall not be entitled to cast the vote assigned to the Unit for which the suspension was levied during the period of suspension, and such Voting Interests shall be subtracted from the required number of votes when calculating any required vote or quorum for the period during which such suspension exists.

4.5 Meetings: The Bylaws shall provide for an annual meeting of Members and may provide for regular and special meetings of Members other than the annual meeting.

ARTICLE V. DIRECTORS

5.1 Board of Directors: The affairs of the Association shall be managed by a Board of Directors consisting of any 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; Removal: 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.

5.3 Duties and Powers: All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations shall be exercised exclusively by or under the direction of the Board of Directors, as provided in the Bylaws, subject only to approval by Members when such approval is specifically required.

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. Offices may be combined as provided in the By-Laws. The Bylaws may provide for the removal of Officers, for filling vacancies, and for the duties of the Officers.

ARTICLE VII. INDEMNIFICATION

7.1 Indemnity: The Association shall indemnify any Officer, Director, or Committee Member 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 or she is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (1) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or 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 proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (2) such court also determines specifically that indemnification should be denied. 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 failed to act in good faith and in a manner that 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. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

7.2 Defense: To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 7.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

7.3 Advances: Reasonable 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 proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article 7. However, if the Board, by majority vote,

determines that the person seeking advancement did not act in good faith or 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 proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred before the final disposition of the subject action.

7.4 Miscellaneous: The indemnification provided by this Article 7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

7.5 Insurance: The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or 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 status as such, whether or not the Association would have the duty to indemnify him or her against such liability under the provisions of this Article.

ARTICLE VIII. BY-LAWS

8.1 By-Laws: The By-Laws of the Association may be altered, amended or repealed in the manner provided in the By-Laws.

ARTICLE IX. AMENDMENTS

9.1 Amendments: Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner subject to any provisions contained in the Declaration and the Condominium Act:

- (a) Notice of the subject matter of proposed amendment shall be included in the notice of any meeting at which a proposed Amendment is considered.
- (b) A Resolution for the adoption of a proposed Amendment may be proposed either by the Board of Directors or by 25% the entire Voting Interests. Except as elsewhere provided, such approval must be by not less than 75% of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present. Directors and members not present, in person or by proxy, at the meeting considering Amendment, may express their approval in writing, provided such approval is delivered to the Secretary prior to the commencement of the meeting.

9.2 Alternative: In the alternative an Amendment may be made by an Agreement signed and acknowledged by 75% of the entire Voting Interests in the manner required for execution of a deed.

9.3 Limitation on Amendments: Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

9.4 Certification: A copy of each Amendment shall be certified by the Secretary of State and recorded in the Public Records of Collier County, Florida. An amendment when adopted shall become effective after being recorded in the Public Records of Collier County, Florida according to law and filed with the Secretary of State according to law.

ARTICLE X. EXISTENCE

The term of the Association shall be perpetual.

ARTICLE XII. REGISTERED OFFICE AND AGENT

The name and address of the current registered office c/o Ability Management, Inc., 6736 Lone Oak Boulevard, Naples, Florida 34109. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

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