<u> </u>	······································
top they a	
NUSODE	07333
(Requestor's Name)	
(Address)	500287927405
(Address)	
(City/State/Zip/Phone #)	07/15/1601019003 **78.75
(Business Entity Name)	
(Document Number)	
Certified Copies Certificates of Status	
Special Instructions to Filing Officer:	
Office Use Only	

.

# GARY J. NAGLE, ESQUIRE

Attorney at Law 14255 U.S. Highway One, Suite 203 Juno Beach, FL 33408 Phone: (561) 626-0270 Fax: (561) 626-1244 Email: <u>Cary@Naglelawfl.com</u>

July 14, 2016

Department of State Division of Corporations 2661 Executive Center Circle Clifton Building Tallahassee, FL 32301

Re: Florida Corporation Not for Profit Articles of Incorporation – Intracoastal House Property Owners Association, Inc.

To Whom It May Concern:

Please find enclosed Articles of Incorporation of Intracoastal House Property Owners Association, Inc., a Florida Corporation not for profit, along with the check for filing said Corporation in the amount of \$78.75.

The check includes the cost for filing and a certified copy of the Articles of Incorporation.

Please send the certified copy to our office using the prepaid fedex envelope enclosed.

I

Please contact the undersigned if you have any questions at (561) 626-0270.

Thank you.

Sincerely,

Mayn

Gary J. Nagle

# OF INTRACOASTAL HOUSE PROPERTY OWNERS ASSOCIATION, INC. (A Florida Corporation Not For Profit)

**ARTICLES OF INCORPORATION** 

# ARTICLE I – <u>DEFINITIONS</u>

A. The terms contained in these Articles with initial capital letters have the meaning defined in the Declaration of Protective Covenants, Conditions and Restrictions for Intracoastal House to be recorded in the Public Records of Martin County simultaneously with these Articles.

B. The following defined terms when used in these Articles (unless the context clearly reflects another meaning shall have the following meanings:

1. "Director" means a member of the Board.

# ARTICLE II - NAME

The name of this Corporation is INTRACOASTAL HOUSE PROPERTY OWNERS ASSOCIATION,

## ARTICLE III – <u>PURPOSES</u>

The purposes for which the Association is organized and for which the Association shall continue is to take title to, operate and maintain the Association Property in accordance with the Provisions, Benefits and Burdens and to carry out and enforce the Provisions, Benefits and Burdens and to operate, lease, trade, sell and otherwise deal with Association Property.

## ARTICLE IV – POWERS

A. 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 the Homeowner Documents, including without limitation the powers set forth in Florida Statutes Chapter 617.

B. The Association shall have all of the powers to be granted to the Association by the Homeowner Documents.

C. The Association shall have all of the powers reasonably necessary to implement the Association's purposed, including, but not limited to, the following: (i) to do any acts required or contemplated by the Association as authorized by the Declaration or any other Homeowner Documents; (ii) to purchase, own, convey, lease and encumber (including mortgage) Association Property; (iii) to make, establish and enforce Rules governing the Property, including, Association Property, or any portion thereof and the Owners and Occupants; (iv) to make, levy and collect Assessments for the

purpose of obtaining funds for the payment of Common Expenses; (v) to use and expend the proceeds of Assessments in the exercise of the Association's powers and duties; (vi) to administer, manage, maintain, repair, replace and operate the Property, including the Storm Water or Surface Water Management System, in accordance with the Homeowner Documents and any applicable permit; (vii) to enforce by legal means the obligations of the Members of the Association pursuant to the Provisions, Benefits and Burdens; (viii) to employ personnel, retain independent contractors and professional personnel; (ix) to enter into service and management contracts to provide for the maintenance, operation, management and administration of the Property; (x) to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements for the installation, maintenance and operation of a master television antenna/cable television system and/or security and communications system, if any, pest control services, landscaping and exterior building maintenance and street lighting; (xi) to enter into the Declaration and the Homeowner Documents; (xii) to deal with other corporations and associations or representatives thereof on matter of mutual interest; and (xiii) to provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain the Property in a proper and aesthetically-pleasing condition and to provide the Members with services, amenities, controls, and enforcement which will enhance the quality of life in, on or about the Property.

## ARTICLE V - MEMBERS

ļ

A. The membership of the Association shall be comprised of Class "A" Members, consisting of all Owners.

B. Membership in the Association shall be established by the acquisition of ownership of fee simple title to an Attached Home Parcel as evidenced by the recording of a deed or other instrument of conveyance in the Public Records whereupon the membership of the prior Owner shall terminate as to that Attached Home Parcel. New Members shall deliver to the Association within thirty (30) days after closing of the purchase of the Attached Home Parcel; (i) a copy of the deed of conveyance recorded in the Public Records; and (ii) new Member addresses, telephone numbers, e-mail addresses and other contact information reasonably required by the Association.

C. No Member may assign hypothecate or transfer in any manner membership or any share in the funds and assets of the Association, except as an appurtenance to an Attached Home Parcel.

D. Class "A" Members shall be entitled to one (1) vote for each Attached Home Parcel owned for all matters properly coming before the membership of the Association. In the event an Owner of an Attached Home Parcel consists of two (2) or more individuals or such Owner is a corporation, limited liability company, partnership or trustee of a trust, the Owners (in the case of joint ownership) or the Owner (in the case of a corporation, limited liability company, partnership or trustee of a trust) shall designate to the Secretary of the association the name of the voting Member. In the event that an Owner fails to designate a voting Member, but only one (1) vote is received on behalf of said Owner in any matter properly coming before the Membership of the Association, the vote of that Owner shall be deemed a designation of a voting Member to the Secretary and the vote shall be counted. In the event that one (1) or more persons associated with the same Attached Home Parcel attempt to vote in the matter properly coming before the membership of the Association, the vote of that Attached Home Parcel shall be declared void.

E. Each and every Member shall be entitled to all of the benefits of membership, and shall be bound by the Provisions, Benefits and Burdens of the Homeowner Documents.

## ARTICLE VI – <u>TERM</u>

The Association will be established by the filing of the original Articles of Incorporation with the Secretary of State of the State of Florida with an effective date of July 14, 2016. The term for which the Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowner's association or a public agency having a similar purpose, or any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and the Association Property in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Association Property.

## ARTICLE VII – OFFICERS

A. The affairs of the Association shall be managed by a President, assisted by the Secretary and the Treasurer, and, if any, by one() or more Vice President, one (1) or more Assistant Secretaries and one(1) or more Assistant Treasurers, subject to the direction of the Board.

B. The Board shall elect pursuant to the bylaws the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine.

C. The President shall be a Director, but no other officer need be a Director.

D. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or President and Assistant Secretary be held by the same person.

E. The names of the officers who are to serve until the next election of officers by the Board are as follows:

President:	Chad Van Boven
Secretary:	Jeanie Van Boven
Treasurer:	Gregory Norman

#### ARTICLE VIII – BOARD OF DIRECTORS

A. Currently, three (3) members on the Board ("Current Board") are serving and shall serve until a parcel is sold. The Board shall be comprised of three Members which number shall never be less than three (3)); however, the Members may vote at any meeting of the Members to increase the number of Directors required to serve at any one (1) time. Except for **OWNERS**-appointed Directors, Directors must be selected from the Members or the spouses, parents or adult children over the age of 18 years of Members.

B. The names and street addresses of the persons who are currently serving as the Current Board are as follows:

<u>Names</u>	Addresses
Chad Van Boven	14255 U.S. Highway One, Ste 203, Juno Beach, FL 33408
Gregory Michael Norman	14255 U.S. Highway One, Ste 203, Juno Beach, FL 33408
Jeannie Van Boven	14255 U.S. Highway One, Ste 203, Juno Beach, FL 33408

The **OWNERS** reserve the right to remove members of the Current Board and to appoint replacements in the event a vacancy is created on the Current Board.

C. The Current Board shall be the Board of the Association until the sale of a unit, subject to the right of the **OWNERS** to replace any Board Member appointed by said **OWNERS** at any time. On and after the sale of a unit, the **OWNERS** shall cause all but one (1) of the Members of the Current Board to resign, whereupon the Members shall elect one (1) Director, unless the number of Board Members is increased pursuant to the terms of Article VII, Paragraph A, in which event the Members shall elect all Board Members. Vacancies on the Board shall be filed in accordance with the Bylaws.

D. The Board shall control the operation of the Association and shall possess all of the powers of the Association. All decisions of the Board shall be by a unanimous vote of the Directors present at a meeting of the Board which a quorum is present and each Director shall be entitled to one (1) vote.

## ARTICLE IX - INDEMNIFICATION

Every Director, every officer of the Association and every appointed committee member (and Directors, officers and/or committee members as a group) (hereinafter individually as "Indemnitee" and collectively "indemnitees") shall be indemnified by the Association against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon by Indemnitees in connection with any proceeding, litigation or settlement in which indemnitees may be a party, or in which indemnitees may be involved, by reason of indemnitees being or having been a Director and/or officer and/or committee member, whether or not indemnitee is a Director and/or officer and/or committee member at the time such cost, expense or liability is incurred, except in such cases wherein the indemnitee is adjudged to have engaged in willful misfeasance or malfeasance in the performance of indemnitee's duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which any indemnitee may be entitled by common or statutory law.

# ARTICLE X – <u>BYLAWS</u>

Bylaws shall be adopted by the Current Board and thereafter may be altered, amended or rescinded as set forth herein. In the event of any conflict between the provisions of these Amended Articles and the provisions of the Bylaws, the provisions of these Amended Articles shall control.

## ARTICLE XI – <u>AMENDMENTS</u>

A. No Amendment may be made to these Amended Articles which shall in any manner reduce, amend, affect or modify the Provision, Benefits and Burdens set forth in the Homeowner Documents.

B. A copy of each Amendment shall be certified by the Secretary of State of the State of Florida and recorded in the Public Records.

C. Notwithstanding the foregoing provisions of this Article Xii, there shall be no amendment to these Amended Articles which shall abridge, amend or alter the rights of: (i) The **OWNERS**, including the right to designate and select Members of the Board as provided in Article VIII hereof without the prior written consent of the **OWNERS**; or (ii) any Institutional Mortgagee, without the prior written consent of such Institutional Mortgagee.

# ARTICLE XII - INCORPORATOR; PRINCIPAL ADDRESS OF THE ASSOCIATION

A. The original Incorporator shall be Chad Van Boven.

B. The principal address of the Association is 14255 U.S. Highway One, Ste, 203, Juno Beach, Florida 33408

# ARTICLE XIII - REGISTERED AGENT AND REGISTERED OFFICE

A. The Registered Agent for the Association is GARY J. NAGLE.

B. The address of the Registered Agent is 14255 U.S. Highway One, Ste, 203, Juno Beach, Florida 33408.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this  $\underline{14}$  day of July 2016

Chad Van Boven

Page 5 of 6

# STATE OF FLORIDA COUNTY OF PALM BEACH

44 . 4 .4

1 HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Chad Van Boven, to me known to be the person described as Incorporator of INTRACOASTAL HOUSE PROPERTY OWNERS ASSOCIATION, INC. a Florida corporation not for profit, and he acknowledged before me that he executed the same for purposes therein expressed. Chad Van Boven {X} is personally known to me or { } produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this  $|\mathbf{H}|$  day 2016. {SEAL} JODY M. NAGLE Notav Public - State of Florida Commission # FF 949115 Printed Name: Jody Nan 10 Expires January 10, 2020 Index Thru Troy Fain Insurance 200-335-7019 My Commission Expires

# STATE OF FLORIDA COUNTY OF PALM BEACH

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Amended and Restated Articles of Incorporation, and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under the Florida General Corporate Act.

GARY J. NAGLE, ESQ.

Finter Name: Gary I Nagle Eso

The foregoing instrument was acknowledged before me this 4 day of 4 2016, by Gary J. Nagle, Esq., Registered Agent, who {> is personally known to me or { } produced a driver's license as identification.

{SEAL}

Notary Public – State of Florida Printed Name: VAME My Commission Expires:

