

N2000000004726

(Requestor's Name)

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(City/State/Zip/Phone #)

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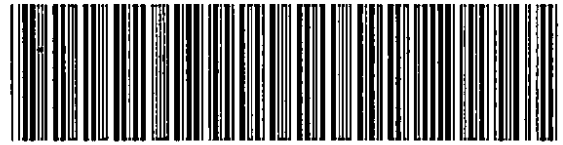
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Amended

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1 ALBRITTON

# McCabe | Ronsman

ATTORNEYS AT LAW

July 8, 2020

**Via U.S. Mail**

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

**Re: Articles of Amendment & Address for Return of Certified Copy**  
**Document No.: N20000004726 – Marsh Point Homeowners Association,**  
**Inc.**

Dear Amendment Section:

Please find enclosed a Cover Letter, Articles of Amendment, and two copies of the Amended Articles of Incorporation for the above-referenced Florida Corporation not for profit, along with a check in the amount of \$43.75 for the filing and certified copy fees. Please mail the certified copy of the Articles of Incorporation to the following address:

McCabe & Ronsman  
110 Solana Rd., Ste. 102  
Ponte Vedra Beach, FL 32082

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,  
McCABE & RONSMAN



James J. Roche, Esq.

110 Solana Road, Suite 102, Ponte Vedra Beach, FL 32082  
Phone: (904) 396-0090  
Direct: (904) 371-2098  
Fax: (904) 396-0088

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** MARSH POINT HOMEOWNERS ASSOCIATION, INC.

**DOCUMENT NUMBER:** N20000004726

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Kenneth Belshe

(Name of Contact Person)

(Firm/ Company)

5150 Tamiami Trail North, Ste. 500

(Address)

Naples, FL 34103

(City/ State and Zip Code)

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

James Roche, Esq.

904

371-2098

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input checked="" type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy is<br>Enclosed) |
|--|--|--|--|

**Mailing Address**

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

**Street Address**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

Articles of Amendment  
to  
Articles of Incorporation  
of

Marsh Point Homeowners Association, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N20000004726

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

*The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.*

**B. Enter new principal office address, if applicable:**

*(Principal office address **MUST BE A STREET ADDRESS**)*

5150 Tamiami Trail North, Ste. 500

Naples, FL 34103

**C. Enter new mailing address, if applicable:**

*(Mailing address **MAY BE A POST OFFICE BOX**)*

5150 Tamiami Trail North, Ste. 500

Naples, FL 34103

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent:

Kenneth W. Belshe

5150 Tamiami Trail North, Ste. 500

*(Florida street address)*

New Registered Office Address:

Naples


*(City)*

Florida 34103

*(Zip Code)*

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

  
Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<u>X</u> Change	<u>PT</u>	<u>John Doe</u>
<u>X</u> Remove	<u>V</u>	<u>Mike Jones</u>
<u>X</u> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <u>X</u> Change ___ Add ___ Remove	<u>P</u>	<u>William G. Allen</u>	<u>5150 Tamiami Trail North, Ste. 500</u> <u>Naples, FL 34103</u>
2) <u>X</u> Change ___ Add ___ Remove	<u>VP</u>	<u>Kenneth W. Belshe</u>	<u>5150 Tamiami Trail North, Ste. 500</u> <u>Naples, FL 34103</u>
3) <u>X</u> Change ___ Add ___ Remove	<u>S</u>	<u>Graham B. Allen</u>	<u>5150 Tamiami Trail North, Ste. 500</u> <u>Naples, FL 34103</u>
4) ___ Change ___ Add ___ Remove	___	___	___
5) ___ Change ___ Add ___ Remove	___	___	___
6) ___ Change ___ Add ___ Remove	___	___	___

**E. If amending or adding additional Articles, enter change(s) here:**

(attach additional sheets, if necessary). (Be specific)

See attached Articles of Incorporation, as amended.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## **MARSH POINT HOMEOWNERS ASSOCIATION, INC.**

The undersigned, for the purpose of forming a Florida Corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes, hereby adopts the following Articles of Incorporation:

### **ARTICLE I NAME & ADDRESS**

The name of this corporation shall be **Marsh Point Homeowners Association, Inc.** All references herein to "Association" shall refer to Marsh Point Homeowners Association, Inc. The principal and mailing address of the Association is: 5150 Tamiami Trail North, Suite 500, Naples, FL 34103.

### **ARTICLE II PURPOSE**

The Association shall be the entity responsible for performing the duties and exercising the rights contemplated by the Declaration of Covenants, Conditions, Restrictions, and Easements for Marsh Point ("Declaration"). The Association shall have all the rights and powers as provided in the Governing Documents and as provided in Chapters 617 and 720 of the Florida Statutes, as each may be amended periodically. All capitalized terms appearing herein shall have the same meanings as defined in the Declaration.

### **ARTICLE III COMMENCEMENT AND TERM OF EXISTENCE**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida and shall exist in perpetuity. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

### **ARTICLE IV ASSOCIATION POWERS**

The Association shall have the following powers:

**4.1** The Association shall have all of the common law and statutory powers of a Florida Corporation not-for-profit that are not in conflict with the Declaration, Articles, Bylaws, or the Homeowners' Association Act.

**4.2** The Association shall have all of the powers that are granted now or in the future

to the Association by the Declaration, Articles, and Bylaws and applicable law. Such powers include the operation, maintenance, management, repair, and replacement of Association Property, and shall also include the levying and collection of Assessments.

**4.3** In addition to the foregoing, and in addition to those powers granted to Corporations not-for-profit under Florida law, the Association shall have the following powers:

- a) To levy and collect Assessments, fines, and other charges against Members and to use the proceeds to exercise its powers and fulfill its duties;
- b) To acquire, own, operate, mortgage, lease, sell, and trade property, whether real or personal, as deemed appropriate by the Board of Directors;
- c) To maintain, repair, replace, and operate the Property and Association Property in accordance with the Acts and the Governing Documents;
- d) To borrow money as necessary to exercise its powers and fulfill its duties, and as security for such loan, to pledge its assets and assign as collateral the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan;
- e) To purchase insurance to protect Association Property, Directors, Officers, Members, managers, and the Association's agents;
- f) To make, establish, and enforce Bylaws and reasonable rules and regulations governing the use of the Property and conduct of Members and Invitees;
- g) To act as trustee on behalf of the Members, obtain and use insurance proceeds, and to reconstruct Improvements on the Property in the event of casualty or other loss;
- h) To enforce the provisions of the Governing Documents and the Acts by any and all legal and equitable means available;
- i) To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation, and management of the Property, and to enter into any other agreements consistent with the purposes of the Association including management agreements, agreements to acquire use or possessory interests in real property, whether adjacent to the Property or otherwise, and to provide therein that the expenses related to the acquisition or use of such interests are common expenses which may be funded by Assessments. Such expenses may include (but are not limited to) taxes, insurance, utilities, memberships, and maintenance and repair costs;
- j) To sue and be sued.



k) To maintain, repair, operate, and manage any land or property as required by any governmental or quasi-governmental authority pursuant to any license, permit, or otherwise, including (but not limited to) permits for the Water Management System issued by the St. Johns River Water Management District;

**4.4 Association Property.** All funds and title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Association and its Members in accordance with the Governing Documents.

**4.5 Storm Water Management System.** The Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of St. Johns River Water Management District Permit No. 159165-1, any other applicable permits, applicable St. Johns River Water Management District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System. The assessments shall be used for the maintenance and repair of the Stormwater management Systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

**4.6 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, condemnation proceeds, or distribution of assets upon dissolution in accordance with the Governing Documents and Acts.

## **ARTICLE V INCORPORATOR**

The name and address of the Incorporator of these Articles are as follows: Kenneth W. Belshe, 5150 Tamiami Trail North, Suite 500, Naples, FL 34103.

## **ARTICLE VI DIRECTORS**

**6.1 Number and Qualification.** The Association shall be governed by a Board of Directors which shall initially be composed of three (3) persons. After Transition, the Board of Directors may be increased or decreased to a number of Directors from three (3) to nine (9) in the manner provided in the Bylaws. The number of Directors to be elected subsequent to the Association's incorporation, the manner of their election, and the terms shall be set forth in the Association's Bylaws.

**6.2 Duties and Powers.** All duties and powers of the Association shall be exercised exclusively by the Board of Directors (or as may be delegated by the Board to a committee, agent, contractor, or employees), subject only to approval by Members when specifically required by the Governing Documents or by law.

**6.3 Election and Removal.** The manner of electing and removing Directors and conducting the annual meeting shall be as stated in the Bylaws.

**6.4 First Directors.** The following persons shall constitute the initial Board of Directors and each shall hold office for the terms and subject to the provisions of the Bylaws:

<u>NAME</u>	<u>ADDRESS</u>
William G. Allen	5150 Tamiami Trail North, Suite 500 Naples, FL 34103
Kenneth W. Belshe	5150 Tamiami Trail North, Suite 500 Naples, FL 34103
Graham B. Allen	5150 Tamiami Trail North, Suite 500 Naples, FL 34103

## **ARTICLE VII OFFICERS**

Association affairs shall be managed by a President, one or more Vice Presidents, a Secretary, and a Treasurer, and such other Officers as the Board shall deem appropriate from time to time. Officers shall be appointed and removed by the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAMES AND ADDRESSES</u>	<u>OFFICE</u>
William G. Allen 5150 Tamiami Trail North, Suite 500 Naples, FL 34103	President
Kenneth W. Belshe 5150 Tamiami Trail North, Suite 500 Naples, FL 34103	Vice President
Graham B. Allen 5150 Tamiami Trail North, Suite 500 Naples, FL 34103	Secretary

## **ARTICLE VIII MEMBERS**

**8.1 Membership.** Every person or entity who is a record owner of a fee interest in a Lot shall be a mandatory Member of the Association. Membership in the Association is appurtenant to, and inseparable from, ownership of a fee interest in a Lot and may not be conveyed,

transferred, or hypothecated except through conveyance, transfer, or hypothecation of the Lot to which the membership interest is appurtenant. Membership may not be abandoned or surrendered and no person may dissociate himself or herself without divesting himself or herself of a fee interest in the Lot to which the membership interest is appurtenant.

**8.2 Multiple Owners of Record.** When any one (1) Lot is owned by more than one (1) person, individual, partnership, corporation, or other legal entity, the composite title holder shall constitute one (1) Member of the Association. Any person, individual, partnership, corporation, or other legal entity owning more than one (1) Lot shall constitute as many Members as the number of Lots owned.

**8.3 Classes of Membership and Voting Rights.** The Association shall initially have two (2) classes of Members as provided below.

a) **Class A Members.** Class A Members shall be all Lot Owners, but shall not include the Declarant so long as the Class B Membership exists. There shall be one (1) total Voting Interest appurtenant to each Lot, subject to limitations including the Association's right to suspend the voting rights of a Member pursuant to the Governing Documents and applicable law. Members shall not have the right to vote on any Association matters until Transition. After Transition, the Declarant shall be a Class A Member and shall possess all rights associated with Class A Membership.

b) **Class B Member.** The Class B Member shall be the Declarant, who shall have the sole vote until Transition, including the right to elect all of the members of the Board of Directors of the Association. Class B Membership shall terminate at Transition, after which the Declarant shall become a Class A Member with respect to all Lots owned by Declarant following Transition.

**8.4 Transition.** Transition of Association control is the point at which Members other than the Declarant are entitled to elect a majority of the members of the Board. For the purposes of this section, "Members other than the Declarant" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing Improvements thereon for resale. Transition shall occur on the earlier of the following events:

a) Three months after 90 percent of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Members other than the Declarant;

b) Upon the Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents. There is a rebuttable presumption that the Declarant has abandoned and deserted the property if the Declarant has unpaid Assessments or guaranteed amounts for a period of more than 2 years;

c) Upon the Declarant filing a petition seeking protection under chapter 7 of the federal Bankruptcy Code;

d) Upon the Declarant losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant rights and responsibilities first arising after the date of such assignment; or

e) Upon a receiver for the Declarant being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or its Members.

**8.5 Member Representation Pre-Transition.** Members other than the Declarant are entitled to elect one member of the Board of Directors once 50 percent of the Lots in all phases of the community which will ultimately be operated by the Association have been conveyed to Members other than the Declarant.

**8.6 Post Transition.** After Transition, Declarant shall be entitled to elect at least one member of the Board of Directors so long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Association. After Transition, Declarant may exercise the right to vote any Declarant-owned voting interest in the same manner as any other Member, except for the purposes of reacquiring control of the Association or selecting the majority of the Board of Directors.

**8.7 Exercise of Voting Interests.** Members may exercise their Voting Interests in the manner provided in the Bylaws.

## **ARTICLE IX INDEMNIFICATION**

Every Director, Officer, employee, and designated agent (as may be designated in other contracts with such agent) of the Association shall be indemnified by the Association and against all expenses and liabilities, including attorneys' fees and costs reasonably incurred or imposed upon the Director, Officer, employee, or designated agent in connection with any proceeding or settlement of a dispute to which the Director, Officer, employee, or designated agent may be a party, or in which the Director, Officer, employee, or designated agent may become involved by reason of being or having been a Director, Officer, employee, or designated agent of the Association, regardless of whether that person maintained his or her position at the time such expenses are incurred; provided, however, that no such Director, Officer, employee, or designated agent shall be entitled to indemnification in the event that such person: (i) committed a violation of criminal law, unless the Director, Officer, employee, or designated agent had reasonable cause to believe his or her conduct was lawful and not no reasonable cause to believe his or her conduct was unlawful; (ii) engaged in a transaction from which the Director, Officer, employee, or designated agent derived an improper personal benefit; (iii) made an unlawful distribution as provided by Florida law; or (iv) engaged in willful misconduct or a conscious disregard for the best interests of the Association in the performance of his or her duties. The Association may advance expenses, including attorneys' fees and costs, associated with any legal action instituted

against a Director, Officer, employee, or designated agent upon approval of a majority of the Board of Directors, exclusive of any Director seeking indemnification; provided, however, that the Association shall be entitled to reimbursement if it is ultimately determined that the Director, Officer, employee, or designated agent was not entitled to indemnification in accordance with this Article. In the event of a settlement, the indemnification set forth herein shall apply only when the Board of Directors, exclusive of any Director seeking indemnification, approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which Directors, Officers, employees, or designated agents may be entitled.

## **ARTICLE X AMENDMENTS TO ARTICLES**

**10.1 Amendment Prior to Transition.** Prior to the Transition, the Declarant may unilaterally amend these Articles of Incorporation by an instrument signed by the Declarant and filed in the Office of the Secretary of State of the State of Florida.

**10.2 After Transition.** After Transition, these Articles may be amended by the affirmative vote of eighty percent (80%) of the Board of Directors and amendments shall be effective upon filing with the Office of the Secretary of State of the State of Florida.

**10.3 Limitations on Amendments.** Subject to the Declarant's right to unilaterally amend these Articles prior to Transition, these Articles may not be amended in any manner that would:

- a) Affect any rights of the Declarant unless the Declarant approves the amendment in writing; or
- b) Make any changes in the qualifications for Membership or to the voting interests of the Members of the Association without first obtaining written approval of all Members and joinder of all record owners of first mortgages encumbering Lots.

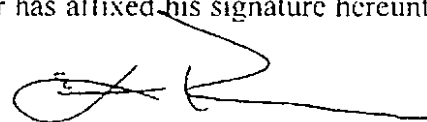
After Transition, this Section concerning limitations on amendments may only be amended upon the approval of the Declarant, all Members of the Association, and all record owners of first mortgages encumbering Lots. Any attempt to amend these Articles in a manner inconsistent with the amendment requirements herein shall be null and void.

## **ARTICLE XI DESIGNATION OF REGISTERED AGENT & OFFICE**

The initial registered agent of the Association is:

Kenneth W. Belshe, 5150 Tamiami Trail North, Suite 500, Naples, FL 34103

IN WITNESS WHEREOF, the Incorporator has affixed his signature hereunto this \_\_\_\_ day of July, 2020.



Kenneth W. Belshe  
Incorporator

#### ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the designation of Registered Agent of Marsh Point Homeowners Association, Inc. as set forth in these Articles of Incorporation and acknowledges that it understands and accepts the obligations imposed upon registered agents under the Florida Not-For-Profit Corporation Act.



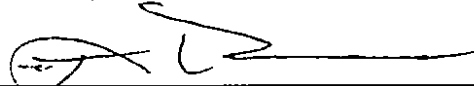
Registered Agent

- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated

7/1/2020

Signature



(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

KENNETH BELSIE

(Typed or printed name of person signing)

Vice President

(Title of person signing)