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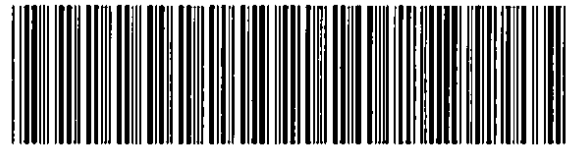
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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 2, 2023

MCKINNON & HAMILTON, PLLC  
THE ATRIUM BUILDING  
3055 CARDINAL DR. SUITE 302  
VERO BEACH, FL 32963

SUBJECT: SPIRIT OF SEBASTIAN PROPERTY OWNER'S ASSOCIATION,  
INC.

Ref. Number: N21000009232

We have received your document for SPIRIT OF SEBASTIAN PROPERTY OWNER'S 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):

The date of adoption/authorization of this document must be a date on or prior to submitting the document to this office, and this date must be specifically stated in the document. If you wish to have a future effective date, you must include the date of adoption/authorization and the effective date. The date of adoption/authorization is the date the document was approved.

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.

Anissa Butler  
Regulatory Specialist II

Letter Number: 623A00012627

**MCKINNON & HAMILTON, PLLC**

ATTORNEYS AND COUNSELORS AT LAW

Charles W. McKinnon  
Email: [scwmlaw@bellsouth.net](mailto:scwmlaw@bellsouth.net)

Lisa R. Hamilton  
Email: [lhcwmlaw@bellsouth.net](mailto:lhcwmlaw@bellsouth.net)

The Atrium Building  
3055 Cardinal Dr., Suite 302  
Vero Beach, Florida 32963

Telephone • 772-231-3770  
Facsimile • 772-231-3774

March 8, 2023

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

**In re: Document No. N21000009232**  
**Spirit of Sebastian Property Owners' Association, Inc.**

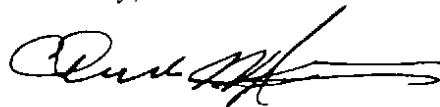
Dear Sir/Madam:

Enclosed please find the following:

1. Original Certificate to the Amended and Restated Articles of Incorporation of Spirit of Sebastian Property Owners' Association, Inc. for filing with the Secretary of State;
2. One photocopy of the Certificate to the Amended and Restated Articles of Incorporation to be certified and mailed back to my office;
3. A check in the amount of \$43.75 for the filing fee and certified copy charge.

If you should have any questions, please feel free to contact me. Thank you for your assistance in this regard.

Sincerely,



Charles W. McKinnon

cc: Spirit of Sebastian, LLC  
Enclosures  
CWM:sj  
24319-001

This Instrument Prepared by and Return to:  
Charles W. McKinnon, Esq.  
McKinnon & Hamilton, PLLC  
3055 Cardinal Drive, Suite 302  
Vero Beach, FL 32963  
Courthouse Box #79

**CERTIFICATE TO THE AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
SPIRIT OF SEBASTIAN PROPERTY OWNERS' ASSOCIATION, INC.**

**THE UNDERSIGNED**, being the President and Secretary of **Spirit of Sebastian Property Owners' Association, Inc.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of all of the Members of Spirit of Sebastian Property Owner's Association, Inc., held on March 6, 2023, in accordance with the requirements of Florida law, the Articles of Incorporation for Spirit of Sebastian Property Owners' Association, Inc., not less than a majority of the total membership votes cast, were cast in favor of the Amended and Restated Articles of Incorporation as attached hereto.

**IN WITNESS WHEREOF**, the undersigned President and Secretary of the Association have executed this Article of Amendment to the Articles of Incorporation, this 30 day of June, 2023.

**SPIRIT OF SEBASTIAN PROPERTY OWNERS'  
ASSOCIATION, INC.**

By: Chuck Mechling  
Chuck Mechling, President

(CORPORATE SEAL)

ATTEST:

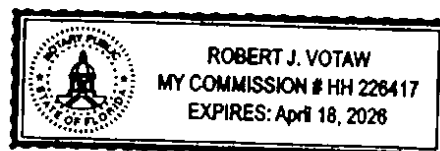
By: Jodie Faulk  
Jodie Faulk, Secretary

**STATE OF FLORIDA  
COUNTY OF INDIAN RIVER**

**I HEREBY CERTIFY** that before me, a Notary Public, personally appeared, in physical presence, Chuck Mechling and Jodie Faulk, respectively the President and Secretary of Spirit of Sebastian Property Owners' Association, Inc., who ☐ have produced \_\_\_\_\_ as identification or who ☒ are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

**WITNESS** my hand and official seal in the state and county last aforesaid this 30 day of June, 2023.

Robert J. Votaw  
Print Name: Robert J. Votaw  
Notary Public, State of Florida at Large (Affix Seal)



**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION FOR  
SPIRIT OF SEBASTIAN PROPERTY OWNER'S ASSOCIATION, INC.  
(A Corporation Not For Profit)**

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the Formation of Corporations Not For Profit, I, the undersigned incorporator, hereby adopt the following Articles of Incorporation for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I  
NAME AND ADDRESS**

The name of this corporation shall be: Spirit of Sebastian Property Owner's Association, Inc. The principle address of the corporation is: Post Office Box 781151, Sebastian, Florida 32978. For convenience, corporation may be referred to in this instrument as the "Association," the Declaration of Covenants, Conditions, and Restrictions as the "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

**ARTICLE II  
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 720, Florida Statutes, hereinafter referred to as the "Homeowners Association Act," to operate the Spirit of Sebastian Subdivision, (hereinafter referred to as the "Property Owners Association"), to be established by Spirit of Sebastian, LLC, hereinafter referred to as "Developer," in accordance with the Homeowners Association Act by the filing of a Declaration of Covenants, Conditions, and Restrictions upon property situated, lying and being in Indian River County, Florida, as particularly described in the Declaration of Covenants, Conditions, and Restrictions thereof. Capitalized terms not defined herein shall have the meaning(s) ascribed to them in the Declaration of Covenants, Conditions, and Restrictions. The Association shall make no distribution of income to its Members, Directors or Officers.

**ARTICLE III  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions, and Restrictions to be recorded in the Public Records of Indian River County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

#### **ARTICLE IV** **POWERS**

The Association shall have all of the powers and duties set forth in the Homeowners Association Act, except as limited by these Articles, the Bylaws and the Declaration of Covenants, Conditions, and Restrictions; and shall have all of the powers and duties reasonably necessary to operate the Property Owners Association pursuant to its Declaration of Covenants, Conditions, and Restrictions, as it may be amended from time to time, including but not limited to the following:

- a. To make and establish Rules and Regulations governing the use of the Association Property.
- b. To levy and collect assessments against members of the Association to defray the Common Expenses of the Property Owners Association as provided for in the Declaration of Covenants, Conditions, and Restrictions and in the Bylaws which may be hereafter adopted, including but not limited to, the right to levy and collect assessments for the purchase of insurance on the Common Property, and insurance for the protection of the Association and its members, and for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Lots in said Subdivision, which may be necessary or convenient for the operation and management of the Property Owners Association and in accomplishing the purposes set forth in said Declaration of Covenants, Conditions, and Restrictions.
- c. To maintain, repair, replace, operate and manage the Common Property, including the right to reconstruct improvements after casualty and to make further improvements to the Common Property.
- d. To contract for the management of the Property Owners Association and to delegate such powers and duties of the Association to such manager as may be provided for in the Declaration of Covenants, Conditions, and Restrictions and the Bylaws of the Association.
- e. To enforce the provisions of said Declaration of Covenants, Conditions, and Restrictions, these Articles of Incorporation, the Bylaws of the Association, which may be hereafter adopted, and the Rules and Regulations governing the use of said Property Owners Association.
- f. To exercise, undertake and accomplish all of the rights, duties and obligations, which may be granted to or imposed upon the Association pursuant to the Declaration of Covenants, Conditions, and Restrictions.
- g. To acquire and enter into agreements whereby the Association acquires real property, holds, leases or mortgages same, subject to provisions of the Declaration and Bylaws. The expenses incurred in the maintenance, operation and taxes of any such property shall be Common Expenses of the Association.
- h. The irrevocable right to enter each Lot during reasonable hours, when necessary, for the maintenance, repair or replacement of any Common Property or for making

emergency repairs necessary to prevent damage to the Common Property or to another Lot.

- i. To approve or disapprove the transfer, mortgage and ownership of Lots as may be provided by the Declaration.
- j. The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. 26099-5 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

#### **ARTICLE V** **MEMBERS**

The qualifications of members, the manner of their admission to and termination of such membership and voting by members shall be as regulated by the Bylaws.

#### **ARTICLE VI** **TERM OF EXISTENCE**

Existence of the Association commenced July 27, 2021. The Association shall have perpetual existence. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 62-330, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

#### **ARTICLE VII** **INITIAL REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of this corporation is 100 Spirit Boulevard, Sebastian, Florida 32958, and the initial Registered Agent of this corporation is Charles W. McKinnon whose address is 3055 Cardinal Drive, Suite 302, Vero Beach, Florida 32963.

#### **ARTICLE VIII** **DIRECTORS**

The affairs of the Association will be managed by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three Directors and in the absence of such determination shall consist of three Directors.

Directors of the Association shall be elected in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors or by the Developer as provided for in the Declaration of Covenants, Conditions, and Restrictions or the Bylaws of the Association.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Chuck Mechling

Karen Mechling

Jodie Faulk

#### **ARTICLE IX** **OFFICERS**

The officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the discretion of 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:

President: Chuck Mechling, P.O. Box 781151, Sebastian, FL 32978

Vice President: Karen Mechling, P.O. Box 781151, Sebastian, FL 32978

Secretary: Jodie Faulk, P.O. Box 781151, Sebastian, FL 32978

#### **ARTICLE X** **INCORPORATOR**

The name and address of the Incorporator of this corporation is Robert J. Votaw, whose address is P.O. Box 781151, Sebastian, FL 32978.

#### **ARTICLE XI** **BYLAWS**

The original Bylaws of the Association shall be adopted by a majority vote of the Directors of the Association and thereafter such Bylaws may be altered or rescinded only in such manner as said Bylaws may provide.



## **ARTICLE XII**

### **INDEMNIFICATION**

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, lawsuit, 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 the action, lawsuit, or proceeding unless (i) 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 (ii) the court also determines specifically that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, or conviction, or on 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 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.

## **ARTICLE XIII**

### **AMENDMENTS**

Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association entitled to cast a majority of the votes of the Association, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to the Articles of Incorporation being proposed by said Board of Directors, or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Meeting of the members of the Association for a date not sooner than twenty (20) days nor later than ninety (90) days from receipt of the proposed Amendment or Amendments and it shall be the duty of the Secretary to give each member written or printed notice of such Meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than sixty (60) days before the date set for such Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of the Association, the postage thereon prepaid. Any member, may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or

after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of a majority of the votes cast by the membership in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments of the Articles of Incorporation shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or an executed copy of such Amendment or Amendments so certified shall be filed with the Secretary of State of Florida and also recorded in the Public Records of the county in which the Common Property is situated, such Amendment or Amendments to specifically refer to the recording data identifying the Declaration of Covenants, Conditions, and Restrictions. Notwithstanding the foregoing provisions of this Article XIII, no amendment of these Articles of Incorporation shall abridge, limit, amend or alter the right of the Developer as set forth in the aforesaid Declaration of Covenants, Conditions, and Restrictions without the prior written consent of the Developer.

#### **ARTICLE XIV** **FUNDS AND 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 their Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitations that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Covenants, Conditions, and Restrictions, and in the Bylaws which may be hereafter adopted.

#### **ARTICLE XV** **CONTRACTS**

The Association shall be free to contract with the Developer, its officers and directors, and any other corporation in which any of them are interested.