

N24665

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

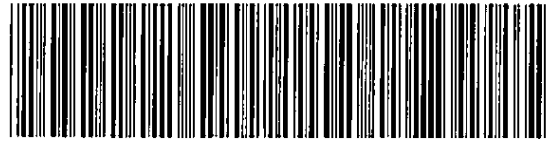
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400430589534

06/04/24--01013--008 **35.00

2024 JUN 14 PM 12:13

ROBERT L. KAYE, B.C.S.*
MICHAEL S. BENDER, B.C.S.*
JEFFREY A. REMBAUM, B.C.S.*

ANDREW B. BLACK, B.C.S.*
DANIELLE M. BRENNAN, B.C.S.*
GERARD S. COLLINS
EMILY E. GANNON
JEFFREY D. GREEN, B.C.S.*
KERSTIN HENZE
PETER C. MOLLENGARDEN, B.C.S.*
ALAN SCHWARTZ, J.D.
DEBORAH S. SUGARMAN

BENJAMIN L. HEYDLAUF
JAY S. LEVIN
ZACHARY S. MORSE
LAUREN T. SCHWARZHELD
STUART M. SMITH
JOSEPH C. STAYANOFF

LISA A. MAGILL, B.C.S.*, OF COUNSEL
KARINA N. SKIFF, OF COUNSEL



Serving clients throughout Florida

REPLY TO:

Palm Beach Gardens Office:

9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410
Tel: (561) 241-4462
Fax: (561) 223-3957
JRembaum@KBRLegal.com
www.KBRLegal.com

♦ FLORIDA SUPREME COURT
CERTIFIED MEDIATOR

♦ BOARD CERTIFIED SPECIALIST IN
CONDOMINIUM AND PLANNED
DEVELOPMENT LAW

♦ BOARD CERTIFIED SPECIALIST
IN CONSTRUCTION LAW

May 15, 2024

VIA FEDERAL EXPRESS DELIVERY

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

RE: North Passage Homeowners Association, Inc.;
Third Amended and Restated Articles of Incorporation

To Whom it May Concern:

Enclosed please find an original Certificate of Filing Third Amended and Restated Articles of Incorporation of North Passage Homeowners Association, Inc., along with a copy of same to have stamped and returned to us after filing. Also enclosed is a check in the amount of \$35.00 payable to the Secretary of State to cover the cost of filing same. Please feel free to contact our office if you have any questions or concerns. Thank you.

Regards,

KAYE BENDER REMBAUM, P.L.

Jeffrey A. Rembaum, Esq.
For the Firm

JAR/tr
Enclosures

BROWARD County:
1200 PARK CENTRAL BLVD, SOUTH
POMPANO BEACH, FL 33064
TEL: 954.928.0680 FAX 954.772.0319

ORANGE County:
UNIVERSITY CORPORATE CENTER II
11186 CORPORATE BLVD, SUITE 130
ORLANDO, FL 32817
TEL: 321.130.7565

HILLSBOROUGH County:
1211 N. WESTSHORE BLVD, SUITE 409
TAMPA, FL 33607
TEL: 813.375.0731 FAX 813.252.3057

This instrument was prepared by:
JEFFREY REMBAUM, ESQUIRE
Kaye Bender Rembaum, P.L.
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

2024-01-14 PM 12:13

CERTIFICATE OF FILING
THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
NORTH PASSAGE HOMEOWNERS ASSOCIATION, INC.

WHEREAS, North Passage Homeowners Association, Inc. (the "Association") is a Florida not for profit corporation formed pursuant to the Articles of Incorporation of North Passage Homeowners Association, Inc., filed February 4, 1988, Document Number N24665 (the "Articles"); and

WHEREAS, the Articles were previously restated and amended in their entirety in that certain Amended and Restated Articles of Incorporation of North Passage Homeowners Association, Inc., filed on July 28, 2000, and that certain Second Amended and Restated Articles of Incorporation of North Passage Homeowners Association, Inc., filed on March 21, 2008 (the "Second Amended and Restated Articles"); and

WHEREAS, pursuant to Article X of the Articles, the Articles may be amended upon the proposal of a majority of the Association's Board of Directors (the "Board") and the approval of a majority of the total voting interests of the Association; and

WHEREAS, at a properly noticed meeting of the Board held on Tuesday, November 28, 2023, the Board proposed and approved the Third Amended and Restated Articles of Incorporation of North Passage Homeowners Association, Inc. (the "Third Amended and Restated Articles"), attached hereto and incorporated as if fully set forth herein as **EXHIBIT "A"**, in accordance with Article X of the Articles; and

WHEREAS, at the properly noticed annual meeting of the Association's members initially called to order on Tuesday, January 30, 2024, and reconvened on Tuesday, March 26, 2024, the Association's members approved the Third Amended and Restated Articles in accordance with Article X of the Articles.

NOW, THEREFORE, the undersigned hereby certify that the following Third Amended and Restated Articles are a true and correct copy of the Third Amended and Restated Articles approved by the Association.

SEE ATTACHED EXHIBIT "A"
THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
NORTH PASSAGE HOMEOWNERS ASSOCIATION, INC.

.....

EXHIBIT "A"

THIRD AMENDED AND RESTATED ARTICLES OF INCORPORATION OF NORTH PASSAGE HOMEOWNERS ASSOCIATION, INC.

Substantial rewording. See governing documents for current text.

ARTICLE I DEFINITIONS

All initially capitalized terms used herein which are defined in the Third Amended and Restated Declaration of Restrictions for North Passage, as may be amended from time to time (the "Declaration"), and not otherwise defined herein, shall have the same meaning as set out in the Declaration, to which these Third Amended and Restated Articles of Incorporation of North Passage Homeowners Association, Inc., as may be amended from time to time (these "Articles"), are attached as Exhibit "B".

ARTICLE II NAME AND ADDRESS

The name of the corporation is NORTH PASSAGE HOMEOWNERS ASSOCIATION, INC. The principal address of the Association is 8710 SE Riverfront Terrace, Tequesta, Florida 33469, and the mailing address of the Association is care of Harbor Property Management, 641 University Boulevard, Suite 205, Jupiter, Florida 33458, or such other principal address or mailing address as may be designated by the Board from time to time.

ARTICLE III PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members. The specific purposes of the Association are to provide for the operation, maintenance, and preservation of the Common Area; to provide for the maintenance of the grounds, landscaping, and the like of the Units as set forth in the Declaration; to promote the health, safety, and welfare of the Members; and to provide recreational facilities for the Members.

ARTICLE IV POWERS OF THE ASSOCIATION

Without limitation, the powers of the Association shall include and be governed by the following:

4.1 General Powers. The Association shall have all of the common law and statutory powers of a not for profit corporation under the laws of Florida that are not in conflict with the provisions of the Declaration, these Articles, or the By-Laws, including those powers under and pursuant to the Florida Not For Profit Corporation Act and the Homeowners' Association Act. In the event of any conflict between the provisions of the

Florida Not For Profit Corporation Act and the Homeowners' Association Act, the provisions of the Homeowners' Association Act shall apply. In the event of any conflict between these Articles and the By-Laws, these Articles shall control; and in the event of any conflict between these Articles and the Declaration, the Declaration shall control.

4.2 Enumerated Powers. The Association shall also have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) To exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Governing Documents.

(b) To fix, levy, collect, and enforce payment by any lawful means, all fees, charges, and Assessments pursuant to the terms of the Governing Documents, and to pay all expenses of the Association, including, without limitation all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

(c) To borrow money and to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for money borrowed with the approval of a majority of the entire Board; provided, however, the Board shall not mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred without the approval of a majority of all voting interests of the Members;

(d) To participate in mergers and consolidations with other not for profit corporations organized for similar purposes or to annex additional residential property, provided that any such merger, consolidation, or annexation shall have to be approved in the manner set forth in Section 1.2 of the Declaration.

(e) To dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members upon the approval of two-thirds (2/3rds) of all voting interests of the Members and subject to the prior written consent of the County Board of County Commissioners.

(f) To promulgate, amend, and enforce the Rules and Regulations governing, without limitation, the use of the Common Area and the personal conduct of all Members, tenants, residents, guests, and invitees using the Properties, or any portion thereof.

(g) To contract for management of the Association, and to hire and dismiss personnel, attorneys, accountants, engineers, and other professionals as needed to perform the services required for the proper operation of the Association.

(h) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association.

(i) To possess and exercise any and all powers, rights, and privileges necessary to implement, enforce, and carry into effect the purposes and powers of the Association under the Governing Documents.

ARTICLE V **MEMBERSHIP**

5.1 **Members.** Every Owner shall be a Member. When more than one (1) person holds an interest in any Unit, all such persons shall be Members. Membership shall be appurtenant to and may not be separated from ownership of any Unit. No person or entity holding an interest of any type or nature whatsoever in a Unit only as security for the performance of an obligation shall be a Member.

5.2 **Voting Rights.** There is one (1) vote for each Unit. If a Unit is owned by more than one (1) person, the vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit. There shall be no splitting or division of votes.

ARTICLE VI **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by the Board consisting of nine (9) directors including the following: (i) three (3) directors from and representing Phase I (Single Family Units) elected by the Owners of Phase I; (ii) three (3) directors from and representing Phase II (Townhouse Units) elected by the Owners of Phase II; and (iii) three (3) directors from and representing Phase III (Zero Lot Line Units) elected by the Owners of Phase III. All directors must be Members and must comply with all additional eligibility requirements set forth in the Homeowners' Association Act. The manner of election to the Board, the term of service, and other provisions regarding the Board shall be established by the By-Laws.

ARTICLE VII **OFFICERS**

The Association's officers shall be the President, Vice President, Secretary, Treasurer, and such other officers as the Board may, from time to time, determine. All officers must be Members and must comply with all additional eligibility requirements set forth in the By-Laws and the Homeowners' Association Act. The manner of election to office, the term of office, and other provisions regarding the officers shall be established by the By-Laws.

ARTICLE VIII **INDEMNIFICATION**

The Association shall and does hereby agree to indemnify, defend, and hold harmless every director, officer, and member of all committees of the Association ("committee member"), their heirs, personal representatives, executors, and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit, or proceeding to which such director, officer, or committee member may be made a party by reason of such director, officer, or committee member being or having been a director, officer, or committee member, including reasonable Legal Fees, except as to matters wherein such director, officer, or committee member shall be finally adjudged in such action, suit, or proceeding to be liable for or guilty of a violation of a criminal law, obtaining an improper personal benefit, or willful misconduct or conscious disregard of the best interests of the Association. Notwithstanding the foregoing in the event of the settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and shall determine that such indemnification shall be in the best interest of the director, officer, or committee member and the Association. The foregoing rights shall be in addition to, and not exclusive of, all other indemnification rights to which such director, officer, or committee member may be entitled, by law or otherwise.

ARTICLE IX **DURATION AND DISSOLUTION**

The Association shall exist perpetually. The Association shall not be dissolved without first receiving approval from the County Board of County Commissioners. Such Board, as a condition precedent to the dissolution, may require dedication of additional common open areas or utilities as deemed necessary. In the event of dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of the Nineteenth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the place and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

ARTICLE X **AMENDMENTS**

10.1 Adoption. These Articles may be amended upon the approval of a majority of the entire Board and the approval of a majority of all voting interests of the Members. The approval of the Members may be obtained by taking a vote at a meeting of the Members or by written consent in lieu of a meeting in accordance with the Florida Not For Profit Corporation Act.

10.2 Limitation. No amendment to these Articles shall conflict with the Declaration. Any attempt to amend contrary to this prohibition shall be of no force or effect.

10.3 Recording and Filing. A copy of each amendment adopted pursuant to this Article X shall be recorded in the Official Records of the County and filed with the Secretary of State pursuant to the provisions of applicable Florida law.

10.4 Notice of Amendment. Within thirty (30) days after recording an amendment to these Articles, the Association shall mail, deliver, or electronically transmit a copy of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before they vote on the amendment, and the amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the Official Records Book and Page number of the recorded amendment, and that a copy of the amendment is available at no charge to the Members upon written request to the Association. Notwithstanding the foregoing, the failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

ARTICLE XI **REGISTERED AGENT**

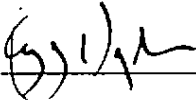
The name and address of the registered agent of the Association who shall serve until his/her successor is properly appointed by the Board shall be Kaye Bender Rembaum, P.L., 1200 Park Central Boulevard, South, Pompano Beach, Florida 33064. The Association shall have the right to designate subsequent registered agents without amending these Articles.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

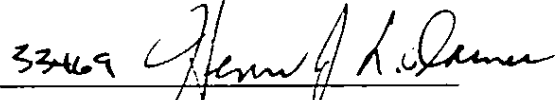
IN WITNESS WHEREOF, these Third Amended and Restated Articles of Incorporation of North Passage Homeowners Association, Inc. were executed on the date set forth below.

Signed, sealed, and delivered
in the presence of:


Print Name: AMY J. HAYDEN

Post Office Address: 18181 SE

FAIRVIEW CIR. JUPITER, FL

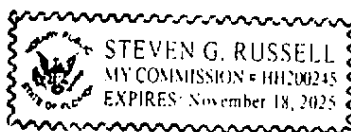

Print Name: HENRI J. DESPLAINES

Post Office Address: 8882 SE WATER OAK PL

TEQUESTA, FLORIDA 33469

STATE OF FLORIDA)
) ss:
COUNTY OF MARTIN)

The foregoing Third Amended and Restated Articles of Incorporation of North Passage Homeowners Association, Inc. were acknowledged before me by means of ☒ physical appearance or ☐ online notarization this 30th day of April, 2024, by Don Cook, as President of North Passage Homeowners Association, Inc., who ☒ is personally known to me or ☐ produced _____ as identification and did not take an oath.

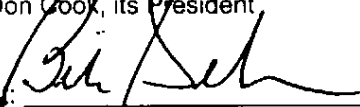



ASSOCIATION

NORTH PASSAGE HOMEOWNERS
ASSOCIATION, INC.

a Florida not for profit corporation

By: 
Don Cook, its President

Attest: 
Bill Selman, its Secretary


Notary Public, State of Florida
Steven G. Russell
Print Name

My commission expires:

11.18.25

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated not for profit corporation at the place designated in these Third Amended and Restated Articles of Incorporation of North Passage Homeowners Association, Inc., the undersigned hereby agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

Dated this 13th day of May, 2024.

KAYE BENDER REMBAUM, P.L.

By: 

Jeffrey Rembaum, Member
(Registered Agent)