

N30653

(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



400275484824

08/03/15--01008--011 **35.00

FILED
2015 AUG -3 PM 3:21
SECRETARY OF STATE
TALLAHASSEE FL 32304

AUG 04 2014
C. CARROTHERS

ROSS EARLE & BONAN, P.A.

ATTORNEYS AT LAW
ROYAL PALM FINANCIAL CENTER
SUITE 101
789 SW FEDERAL HIGHWAY
STUART, FLORIDA 34994

DEBORAH L. ROSS
DAVID B. EARLE†
ELIZABETH P. BONAN
JACOB E. ENSOR

†CERTIFIED CIRCUIT CIVIL MEDIATOR

JOHN P. CARRIGAN
MICHAEL J. BONAN

OF COUNSEL
THOMAS K. GALLAGHER

July 28, 2015

Division of Corporations
Department of State
Post Office Box 6327
Tallahassee, Florida 32301

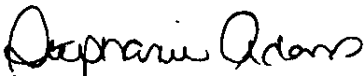
RE: Exhibit "B" Amended and Restated Articles of Incorporation of the Preserve of
Hobe Sound Homeowners Association, Inc.

Dear Sir or Madam:

Enclosed for filing is the Exhibit "B" Amended and Restated Articles of Incorporation of the Preserve of Hobe Sound Homeowners Association, Inc., along with a photocopy to be date stamped and returned to this office in the self-addressed stamped envelope enclosed for your convenience. A check (#18684) in the amount of \$35.00 for your fee is also enclosed.

Thank you for your assistance in this matter and should you have any questions, please do not hesitate to call.

Sincerely,



Stephanie Adams
Legal Assistant
/sa
Enclosures

FILED

2015 AUG -3 PM 3: 21

EXHIBIT "B"
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF THE
PRESERVE OF HOBE SOUND
HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

The purpose of this Amended and Restated Articles of Incorporation is to continue the purposes of the Articles of Incorporation as originally filed with the Department of State on February 13, 1989 and amended on December 5, 1994.

ARTICLE I
DEFINITIONS

A. "Articles" shall mean these Articles of Incorporation of The Preserve of Hobe Sound Homeowners Association, Inc.

B. "Association" shall mean The Preserve of Hobe Sound Homeowners Association, Inc.

C. "Association Expenses" shall mean the expenses payable by members of the Association as set forth in the Declaration (as defined herein).

D. "Association Property" shall mean all real and personal property transferred to the Association for the benefit of all members.

E. "Board" shall mean the Board of Directors of the Association.

F. "Common Area" shall mean those areas of real property shown on the subdivision plat of The Preserve of Hobe Sound, together with all improvements thereto, which are devoted to the common use and enjoyment of the members of the Association. The term "Common Area" may sometimes be used interchangeably with the term "Association Property".

G. "Declaration" shall mean the covenants, conditions, restrictions, easements, and all other terms set forth in the Declaration of Covenants and Restrictions for The Preserve of Hobe Sound, and as may be amended from time to time.

H. "Developer" shall mean and refer to STONEBRIDGE PROJECT, INC., a Florida corporation, its successors and assigns.

I. "Director" shall mean a member of the Board.

J. "General Plan of Development" shall mean the subdivision plat of The Preserve of Hobe Sound as approved by the appropriate governmental agencies, and which shall represent the development plan and general uses of the real property.

K. "Homeowners Documents" means in the aggregate the Declaration, these Articles, the By-Laws of the Association, and the Rules and Regulations of the Association.

L. "Institutional Mortgagee" shall mean any lending institution having a first lien on a lot, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.

M. "Lot" shall include a residential lot, a single family home constructed thereon, and a membership interest in the Association, Inc. (as defined herein).

N. "Member" shall mean a member of the Association.

O. "Occupant" shall mean the occupant of a Lot who shall be the owner, the lessee, or their respective guest.

P. "Owner" shall mean the fee simple title holder of any Lot, whether one or more persons or entities.

Q. "The Preserve of Hobe Sound" is the name given to a planned residential community of single family homes to be constructed by Developer in Hobe Sound, Florida. The Plat of The Preserve has been recorded in the Public Records of Martin County, Florida.

R. "The Preserve of Hobe Sound Homeowners Association, Inc." shall mean that certain entity created to manage, maintain and control the Common Areas of The Preserve of Hobe Sound. It may also be referred to as the "Homeowners Association" or "HOA".

S. "Property" shall mean all of the real and personal property subject to the Declaration.

ARTICLE II NAME

The name of the Association shall be THE PRESERVE OF HOBE SOUND HOMEOWNERS ASSOCIATION, INC., whose present address is Post Office Box 335, Hobe Sound, FL 33475.

mailing

ARTICLE III GENERAL PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. The Preserve of Hobe Sound has been developed as the Property described hereinabove. The Preserve of Hobe Sound shall consist of three hundred fifteen (315) lots. As set forth in the Plan, certain Common Areas have been set aside in The Preserve of Hobe Sound. The Association has been conveyed ownership of the Common Areas. Easements have been established across, over, under and upon the Property, in order to provide means of ingress, egress and for other purposes for the convenience and benefit of Members of the Association, their family members, guests, licensees and invitees and other parties as set forth in the Declaration.

B. The purpose for which the Association is organized is to provide an entity to own, manage, maintain, and operate certain Common Areas located in The Preserve of Hobe Sound. Said Common Areas are to be used in common by all Members of the Association. The Association shall also be responsible for the management of the Property in accordance with the terms and conditions of the Declaration, and as same may be amended from time to time.

C. The Association shall make no distribution of income to its Members, directors or officers.

ARTICLE IV POWERS

The Association shall have the following powers which shall be governed by the following provisions:

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 these Articles or the Declaration.

B. The Association shall have all of the powers and duties set forth in the Declaration, except as limited by these Articles, and all powers and duties reasonably necessary to operate and administer The Preserve of Hobe Sound properties pursuant to the Declaration, including but not limited to the following:

1. To make and collect assessments against Members to defray the costs and expenses of the Association Property and to carry out the powers and duties of the Association.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To own, maintain, repair, replace, operate, regulate, and convey the Property of the Association in accordance with the Declaration.

4. To purchase insurance upon the Property of the Association and insurance for the protection of the Association and its Members, in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs.

5. To dedicate or to transfer all or any part of the Association's Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by not less than fifty-one percent (51%) of the membership of the Association, and approved by not less than seventy-five percent (75%) of the Institutional Mortgagees holding mortgages encumbering the Lots.

6. To reconstruct the improvements to the Association's Property after casualty, and to further improve the Association's Properties, as provided in the Declaration.

7. To make and amend reasonable rules and regulations regarding the use of the Property.

8. To contract for the management of the Association property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration to have the approval of the Board or the membership of the Association. Any such contract may not exceed three (3) years, and must provide for termination by either party without cause and without payment of a termination fee on sixty (60) days written notice.

9. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association Property.

10. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association, and the Rules and Regulations for the use of the Association's Property as same may be promulgated, modified, or amended from time to time by the Association.

11. To pay taxes and assessments, which are liens against any part of the Association's Property.

12. To pay the cost of all power, water, sewer, waste collection, and other utility services rendered to the Property of the Association, and not billed to owners of individual Lots.

13. To enter any Lot at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work reasonably necessary for the proper protection, preservation, or maintenance of the Property of the Association.

14. To grant such permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Areas.

15. To do such other things as may be necessary in order to perform the duties and to exercise the powers provided for the Association in the Declaration.

C. The Association shall not have the power to purchase a Lot in The Preserve of Hobe Sound except at sales in the foreclosure of lien for assessments for Association expenses, at which sales the Association shall bid not more than the amount secured by its lien.

D. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws of the Association.

ARTICLE V MEMBERS

A. The Members of the Association shall consist of all of the record owners of Lots in The Preserve of Hobe Sound.

B. Change of membership in the Association shall be established by recording in the Public Records of Martin County, Florida, a deed or other instrument establishing a record title to a Lot at The Preserve of Hobe Sound, and the delivery to the Association of a copy of such instrument. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated as of the date of execution of such instrument.

C. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of title of his Lot.

D. The Owner of each Lot shall be entitled to one (1) vote as a member of the Association. The exact number of votes to be cast by Lot owners and the manner of exercising voting rights, shall be determined by the By-Laws of the Association; subject, however, to the terms and conditions of the Declaration.

ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VII OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. 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 same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII BOARD OF DIRECTORS

A. The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) Directors. Directors must be members of the Association.

B. Members of the Board shall serve for a term of two (2) years. The terms shall be proportionally staggered.

C. Directors of the Association shall be elected at the Annual Members' Meeting in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

ARTICLE IX INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and

liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admit or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE X BY-LAWS

The By-Laws of the Association shall be adopted by the first Board and thereafter may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE XI AMENDMENTS

A. These Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the Membership. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted to and approved by the other of said bodies. Approval by the membership must be by a vote of a majority of the Members present at a meeting of the Membership at which a quorum is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum is present.

B. No Article shall be revised or amended by reference to its title or number only. Proposals to amend existing Articles shall contain the full text of the Articles to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist, the understanding of the proposed amendment, it is not necessary to use underling and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the

proposed amendment in substantially the following language: "Substantial re-wording of Article. See Article ____ for present text." Non-material errors or omissions in the Article amendment process shall not invalidate an otherwise properly promulgated amendment.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

D. Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the priority of any Mortgagee, or the validity of any mortgage held by such Mortgagee without the prior written consent therefore by such Mortgagee.

These Amended and Restated Articles of Incorporation for The Preserve of Hobe Sound Homeowners Association, Inc. were approved by a majority of the members present and voting at the membership meeting held on March 24, 2014, and reconvened on April 30, 2015, and by a majority of the Board of Directors at their board meeting held on November 21, 2014, which votes were sufficient for approval.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this _____ day of _____.

WITNESSES AS TO PRESIDENT:

Jack Penachio
Printed Name: JACK PENACHIO

Mark F. Meyer
Printed Name: MARK MEYER

THE PRESERVE OF HOBE SOUND
HOMEOWNERS ASSOCIATION, INC.

By: Charles Dodge
CHARLES DODGE, President

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on July 21, 2015, by Charles Dodge, as President of The Preserve of Hobe Sound Homeowners Association, Inc. ☒ who is personally known to me, or ☐ who has produced identification [Type of Identification: _____].

Notarial Seal



Corine Smith
COMMISSION #EE200278
EXPIRES: MAY 20, 2016
WWW.AARONNOTARY.COM

Corine Smith
Notary Public

WITNESSES AS TO SECRETARY:

THE PRESERVE OF HOBE SOUND
HOMEOWNERS ASSOCIATION, INC.

Jack Penachio
Printed Name: JACK PENACHIO

Dick F. Meyer
Printed Name: DICK F. MEYER

By: Richard Curulla
Richard Curulla, Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on July 21, 2015,
by Richard Curulla, as Secretary of The Preserve of Hobe Sound
Homeowners Association, Inc. [☒] who is personally known to me, or [☐] who has
produced identification [Type of Identification: _____].

Notarial Seal



Corine Smith
COMMISSION # EE 200278
EXPIRES: MAY 20, 2016
WWW.AARONNOTARY.COM

Corine Smith
Notary Public