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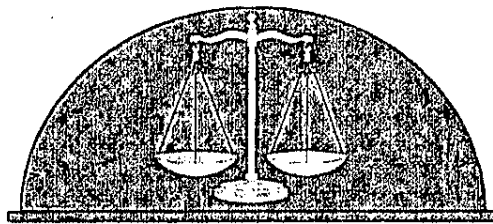
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SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 MAR 24 PM 2:00

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C.COULLETTE

MAR 24 2011

EXAMINER

Kevin T. Wells, Esq.
Karen L. Kuskin, Esq.
Robert L. Todd, Esq.
Sue Ellen Krick, Esq.
C. Todd Chapman, Esq.



The Law Offices of Kevin T. Wells

Attorneys at Law

A Professional Association

Condominium, Homeowner,
Cooperative, Master and
Community Associations
Civil Litigation

March 22, 2011

Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Certificate of Amendment
River Woods of Manatee Homeowner's Association, Inc.

Dear Sir or Madam:

Please file the enclosed original Certificate of Amendment and Amended and Restated Articles of Incorporation for the above-referenced corporation. Also enclosed is a check from the Association in the amount of \$43.75 for the filing fee and certified copy fee. Please return a **certified copy** to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

THE LAW OFFICES OF KEVIN T. WELLS, P.A.

A handwritten signature in black ink, appearing to read 'Kevin T. Wells', written over a horizontal line.

Kevin T. Wells, Esq.

KTW/elp
Enclosures

Prepared by and return to:
Kevin T. Wells, Esq.
The Law Offices of Kevin T. Wells, P.A.
1800 Second Street, Suite 803
Sarasota, Florida 34236
(941) 366-9191 (Telephone)
(941) 366-9292 (Facsimile)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 MAR 24 PM 2:00

**AMENDED
CERTIFICATE OF AMENDMENT**

ARTICLES OF INCORPORATION

**RIVER WOODS OF MANATEE HOMEOWNER'S ASSOCIATION, INC.
A Florida Not For Profit Corporation**

We hereby certify that the attached amendments to the Articles of Incorporation of RIVER WOODS OF MANATEE HOMEOWNER'S ASSOCIATION, INC. ("the Association"), a Florida corporation not-for-profit, were approved by resolution of the Board of Directors at its May 25, 2010, Board meeting. No membership approval of the amendments is required. The Association further certifies that the amendment were proposed and adopted as required by the governing documents and by Florida law.

The Certificate of Amendment is being amended to attach the correct version of the amendments to the Articles of Incorporation. The Certificate of Amendment recorded at Official Records Book 2347, Page 1880 et seq. of the Public Records of Manatee County, Florida, contained an incorrect version of the proposed amendments to the Articles of Incorporation. The correct version of the Articles of Incorporation are attached hereto and incorporated herein. The amendments to the Declaration of Covenants are not affected by this Amended Certificate and remain in full force and effect.

DATED this 14TH day of MARCH, 2011.

Signed, sealed and
delivered in the presence of:

**RIVER WOODS OF MANATEE
HOMEOWNER'S ASSOCIATION, INC.**

Sign: Dolores Abrahamson

By: William A. Smorey
William A. Smorey, President

Print: Dolores Abrahamson

Sign: Charles G. Sener

Print: CHARLES G. SENER

Sign: Dolores Abrahamson

Print: Dolores Abrahamson

Sign: Charles Sener

Print: CHARLES G. SENER

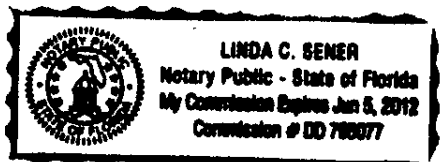
ATTEST:

By: Robert Abrahamson
Robert Abrahamson, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 14 day of March, 2011, by William A. Smorey as President of River Woods of Manatee Homeowner's Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced N/A as identification.



NOTARY PUBLIC

Sign: Linda C. Sener

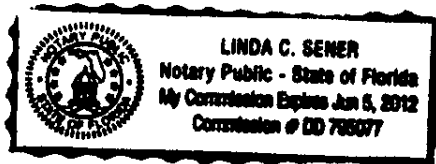
Print: Linda C. Sener

State of Florida at Large (Seal)

My Commission expires: June 5, 2012

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 14 day of March, 2011, by Robert Abrahamson as Secretary of River Woods of Manatee Homeowner's Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced N/A as identification.



NOTARY PUBLIC

Sign: Linda C. Sener

Print: Linda C. Sener

State of Florida at Large (Seal)

My Commission expires: June 5, 2012

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
RIVER WOODS OF MANATEE HOMEOWNER'S ASSOCIATION, INC.
(A Corporation Not-For-Profit)**

**ARTICLE 1
NAME, IDENTITY AND DEFINITIONS**

Section 1.1 Applicable Statutes These Articles of Incorporation are for River Woods of Manatee Homeowner's Association, Inc., a corporation not-for-profit organized and existing under Chapter 617 and 720 of the Florida Statutes, hereinafter called the ("Association"). The terms used herein shall have the same meaning as the terms are defined in the Declaration.

Section 1.2 Definitions of terms used in these Articles of Incorporation. All words and terms used herein which are defined in the Declaration shall be used herein with the same meanings as defined in that instrument. If a definition is not so defined within these Articles of Incorporation, the Bylaws or the Declaration, the definition found in Florida Statutes Chapter 720, as so amended, will be the definition to these Articles of Incorporation, the Bylaws and the Declaration.

**ARTICLE 2
PURPOSE**

Section 2.1 Authority and Purposes of the Association The Association has the following rights and obligations:

- (a) To promote the health, safety, and social welfare of the Owners of all Lots located within River Woods of Manatee, a Subdivision in Manatee County, Florida.
- (b) To maintain all portions of River Woods of Manatee and improvements thereon for which the obligation to maintain and repair has been delegated to the Association by the Declaration of Covenants, Conditions and Restrictions for River Woods of Manatee (the "Declaration"), which is recorded in the Public Records of Manatee County, Florida.
- (c) To operate without profit and for the sole and exclusive benefit of its Members.

ARTICLE 3
GENERAL POWERS

Section 3.1 General Powers. The general powers that the Association shall have are as follows:

- (a) To adopt, promulgate, and enforce rules, regulations, Bylaws, Declarations, and agreements in order to effectuate the purposes for which the Association is organized. Enforcement is not limited to only imposing fines, but to any other means that the Board of Directors deem necessary or otherwise allowed by law to rectify a problem.
- (b) To purchase, own, hold, improve, build upon, operate, maintain, convey, transfer, dedicate for public use, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association.
- (c) To make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any other acts necessary or expedient for carrying on any of the activities of the Association and pursuing any of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.
- (d) To establish a budget and to fix regular and Special Assessments to be levied against all Lots which are subject to Assessments pursuant to the Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to use proceeds of Assessments in the exercise of its powers and duties.
- (e) To place liens against any Lot for delinquent Assessments and unpaid charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such Assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.
- (f) To hold funds solely and exclusively for the benefit of the Members of the Association for the purposes set forth in these Articles of Incorporation.
- (g) To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.
- (h) To charge recipients for services rendered by the Association and to charge use fees for exclusive use of the Common Areas, where such is deemed appropriate by the Board of Directors.

- (i) To pay all taxes and other charges or Assessments, if any, levied against property owned, leased, or used by the Association.
- (j) To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association, which may be hereafter adopted, and the terms and provisions of the Declaration.
- (k) To purchase insurance.
- (l) To reconstruct the Common Property and improvements after casualty and to further improve the Property, if required.
- (m) To enter into contracts and agreements for providing services to the Association.
- (n) To purchase Lots in the Subdivision, to foreclose on Association liens against Lot Owners, to convey, lease, mortgage, and improve Lots owned by the Association.
- (o) To appoint, alter and dissolve committees as deemed necessary by the Board of Directors and appoint such committees with the authority to make decisions, as the Board of Directors deems appropriate.
- (p) To contract for services, such as, to provide for operation and maintenance if the Association contemplates employing a maintenance company.
- (q) To dedicate and grant easements for ingress and egress and the installation maintenance, construction and repair of utilities and facilities, including but not limited to, electric power, telephone, cable television and services, governmental purposes, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal, emergency services, and the like as deemed in the best interest of, and necessary and proper for the Owners of the Association.
- (r) To borrow monies and execute evidences of indebtedness, securing such loans with the Assessments of the Association.
- (s) To maintain, repair and replace the Common Property of the Association for which the obligation to maintain or repair has been delegated to the Association.
- (t) In general 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 and to have all powers reasonably inferred in Chapters 617 and 720 of the Florida Statutes, as amended, except as prohibited herein.

Section 3.2 Emergency Powers In the event of any emergency as defined in Section (g) below, the Board of Directors may exercise the following emergency powers and any other emergency powers allowed by law, including but not limited to, those powers set forth in Florida Statutes 617.0207 and 617.0303, as amended from time to time.

(a) The Board of Directors may name as assistant Officers persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they assist during the period of the emergency, to accommodate the incapacity of any Officer of the Association.

(b) The Board may relocate the principal office or designate alternative principal offices or authorize Officers to do so.

(c) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such meeting shall constitute a quorum.

(d) Corporate action taken in good faith during an emergency to further the affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

(e) Any Officer, Director or employee of the Association acting with a reasonable belief that his/her actions are necessary and lawful in accordance with this Section shall incur no liability for doing so, except in the case of willful misconduct.

(f) This emergency Section shall supersede any inconsistent or contrary provisions of the Governing Documents during the period of the emergency.

(g) For purposes of this Section only, an "emergency" exists only during a period of time that the community, or the immediate geographic area in which the community is located, is subject to:

- i. a state of emergency declared by local or civil or law enforcement authorities;
- ii. a hurricane warning;
- iii. a partial or complete evacuation order;
- iv. federal or state disaster area status; or,
- v. a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Lots or improvements within the community, such

as a hurricane, earthquake, tidal wave, tornado, fire, war, civil unrest or act of terrorism.

ARTICLE 4

MEMBERS

Section 4.1 Definition of a Member The Members of this Association shall consist of all record Owners of Lots in River Woods of Manatee. Owners of such Lots shall automatically become Members upon acquisition of the fee simple title to their respective Lots. The membership of any Member in the Association shall automatically terminate upon conveyance or other divestment of title to such Member's Lot, except that nothing herein contained shall be construed as terminating the membership of any Member who may own two (2) or more Lots so long as such Member owns at least one (1) Lot.

Section 4.2 Transfer of Membership The interest of a Member in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot, which is the basis of membership in the Association.

Section 4.3 Roster of Members The Secretary of the Association shall maintain a list of the Members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his/her/its name, address and Lot number; provided however, that any notice given to or vote accepted from the prior Owner of such Lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records of Manatee County or make other inquiry to determine the status and correctness of the list of Members of the Association and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

ARTICLE 5

VOTING

Section 5.1 Voting Rights Each Lot in River Woods of Manatee shall be entitled to one (1) vote in all Association matters submitted to the Membership, and the Owner of the Lot shall be entitled to cast the vote in his/her/its discretion.

ARTICLE 6

BOARD OF DIRECTORS

Section 6.1 Number of Directors and Qualifications The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Directors must be Members of the Association or a person exercising the rights of an Owner who is not a natural person.

Section 6.2 Powers of the Board. The Board of Directors shall have all the powers granted to the Association which are not specifically required to be approved by the Members of the Association.

Section 6.3 Election of Directors All Directors shall be elected by the Members. Election shall be by plurality of vote. The term of each elected Director shall be for either one (1) or two (2) year terms, as further described in the Bylaws.

Section 6.4 Recall of Directors Any elected Director may be removed from office with or without cause by a majority vote of the Members, as described in Florida Statutes Section 720.303.

Section 6.5 Compensation The Members of the Board of Directors shall serve without compensation, but may be reimbursed for actual costs expended as a result of their service on the Board.

ARTICLE 7

OFFICERS

The Officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice President, a Secretary, and a Treasurer, and such other Officers as the Board shall deem appropriate from time to time, such as an Assistant Secretary and Assistant Treasurer. The President shall be elected from among the Membership of the Board of Directors, but no other Officer need be a Director. The same person may hold two (2) or more offices, provided, however, that the President shall not hold any other office. The affairs of the Association shall be administered by such Officers under the direction of the Board of Directors. Officers shall be elected for a term of one (1) year or two (2) years in accordance with the procedure set forth in the Bylaws.

ARTICLE 8

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE 9

BYLAWS

In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE 10

AMENDMENTS TO THE ARTICLES OF INCORPORATION

These Articles may be altered, amended, or repealed by resolution of the Board of Directors. No amendment, however, altering the number of votes attributable to any Lot

may be adopted without the prior written consent of all Owners affected by the amendment. A copy of each amendment shall be recorded in Public Records of Manatee County, Florida.

ARTICLE 11

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 11.1 Indemnified Parties To the extent permitted by law, the Association shall indemnify and hold harmless every Director, Officer, Committee Member and agent of the Association (collectively "Indemnified Party") against all expenses and liabilities, including attorney's fees and costs, actually and reasonably incurred or imposed in connection with any legal proceeding, or appeal of such proceeding to which the Indemnified Party may be made a party because of being or having been a Director, Officer, Committee Member or agent of the Association. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that the actions or omissions to act of such indemnified Party were material to the cause adjudicated and involved one or more of the following:

- (a) willful misconduct or a conscious disregard for the best interests of the Association; or,
- (b) a violation of criminal law, unless the Indemnified Party had no reasonable cause to believe the action was unlawful; or,
- (c) an act or omission which was committed in bad faith or with malicious purpose, or any manner exhibiting wanton or willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a Member.

Section 11.2 Settlement of Action In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approves the settlement as being in the best interest of the Association. The foregoing right to indemnification shall be in addition to, and not, exclusive of, all the rights to which a Director or Officer may be entitled.

Section 11.3 Insurance. The Association must purchase and maintain insurance on behalf of all Officers and Directors against any liability asserted against them or incurred by them in their capacity as Officers and Directors or arising out of their status as such.

ARTICLE 12
BINDING EFFECT

The provision hereof shall bind and inure to the benefit of the Members and their respective successors and assigns.

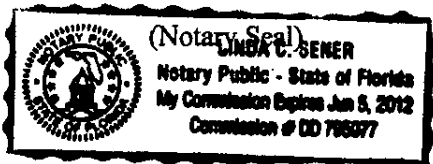
IN WITNESS WHEREOF, signed this 14th day of March, 2010

River Woods of Manatee Homeowner's Assoc, Inc.

By: William A. Smorey
_____, President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 14 day of March, 2010, by William Smorey, President of River Woods of Manatee Homeowner's Association, Inc., a Florida not-for-profit corporation, who is Personally known to me or who has produced NIC as identification.



Notary Signature: Linda C. Sener
Print Name: Linda C. Sener

ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby agrees to accept the designation as Registered Agent of the foregoing corporation.

Print Name: _____

(SEE CERTIFICATE FOR SIGNATURE PAGE)