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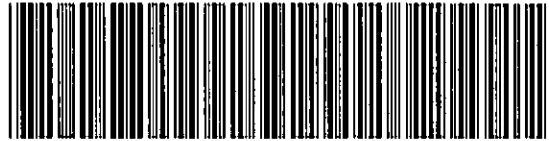
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2022 MAR -7 PM 4:51

SECRETARY OF STATE
TALLAHASSEE, FL

COVER LETTER

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

SUBJECT: Harbour Isle Marina Association, Inc.

CORPORATE NAME

Enclosed are an original and one (1) copy of the restated articles of incorporation and a check for:

☐ \$35.00 ☐ \$43.75
Filing Fee Filing Fee
 & Certificate of Status

☒ \$43.75 ☐ \$52.50
Filing Fee Filing Fee,
& Certified Copy Certified Copy
 & Certificate of
 Status

ADDITIONAL COPY REQUIRED

FROM: Christopher J. Shields, Esq.

Name (Printed or typed)

1833 Hendry Street

Address

Fort Myers, FL 33901

City, State & Zip

(239) 336-6245

Daytime Telephone number

marys@pro-camswfl.com

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

NOTE: Please provide the original and one copy of the document.



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED

2022 MAR -7 PM 12:15

SECRETARY OF STATE
TALLAHASSEE, FL

February 18, 2022

CHRISTOPHER J. SHIELDS, ESQ.
1833 HENDRY STREET
FORT MYERS, FL 33901

SUBJECT: HARBOUR ISLE MARINA ASSOCIATION, INC.
Ref. Number: N95000000915

We have received your document for HARBOUR ISLE MARINA 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):

Please file the document as either Articles of Amendment or Restated Articles of Incorporation pursuant to applicable Florida Statutes.

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.

Claretha Golden
Regulatory Specialist II

Letter Number: 522A00004067

FILED

2022 MAR -7 PM 4:51

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF**

SECRETARY OF STATE
TALLAHASSEE, FL

HARBOUR ISLE MARINA ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF ARTICLES, PLEASE SEE CURRENT PROVISIONS FOR PRESENT TEXT

These are the Amended and Restated Articles of Incorporation of Harbour Isle Marina Association, Inc. The original Articles of Incorporation were filed with the Florida Department of State on February 23, 1995. The historical name of Harbour Ilse Marina Association, Inc. was Harbour Isle Yacht & Racquet Club Marina Association, Inc. for which the name change was filed with the Florida Department of State on June 10, 2016.

For historical reference, the street address of the initial principal office and the initial mailing address was 17499 McGregor Boulevard, Fort Myers, Florida 33908. The names of the original subscribers were Rick W. Carlton, Mark C. Naumann, and Vance Jola. The street address of the initial registered office was the same as its initial principal office and the name of the initial registered agent was Rick W. Carlton.

The address of the current registered agent and registered office is PRO-CAM OF SWFL, INC. 12858 Banyan Creek Drive, Unit 102, Fort Myers, Florida 33908. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

1. **NAME.** The name of the corporation continues to be Harbour Isle Marina Association, Inc. (the "Marina Association").
2. **DEFINITIONS.** The definitions set forth in the Amended and Restated Bylaws of Harbor Isle Marina Association, Inc. (the "Bylaws"), the Amended and Restated Rules and Regulations (the "Rules"), the License Agreement(s), and Chapter 617 of the Florida Statutes, all as amended from time to time, shall apply to terms used in these Articles. The words Slip(s) or Dock(s) shall be used interchangeably herein and shall identify Slips and Docks generally or specifically as the context requires.
3. **TERM OF EXISTENCE.** The Marina Association shall have perpetual existence.
4. **PURPOSE.** The Marina Association is organized for the purpose of performing all duties necessary for the operation, management, maintenance, care, protection, preservation and improvement of real, property, personal property, and submerged lands now owned, hereinafter acquired, and/or operated or maintained by the Marina Association at Harbour Isle Yacht & Racquet Club. The Marina consists of eighty-two (82) boat Slips and associated Docks which are offered for license to use as contemplated herein.
5. **POWERS.** In the furtherance of this purpose, the powers of the Marina Association shall include and be governed by the following:

5.1 General. The Marina Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles or the Bylaws or prohibited by law.

5.2 Enumeration. The Marina Association shall have all the powers set forth in Chapters 617, Florida Statutes, as amended from time to time, except as limited by these Articles and the Bylaws (all as amended from time to time), and all of the powers reasonably necessary to operate the Marina including but not limited to the following:

5.2.1 To fix and make assessments, charges, or other fees against each Slip or Dock in the Marina and collect the assessments, charges, or other fees made against a Slip or Dock, together with the costs of collection, including a reasonable attorney's fee, and interest and late fees thereon from the date due at the maximum rate then allowable by law, from the Licensee(s) thereof by any lawful means, including, but not limited to, the Marina Association's authority to hold any property, including a Member's vessel, as security for payment of any unpaid assessments, charges, and fees including costs and reasonable attorney's fees;

5.2.2 To borrow money from such lenders and upon such terms as the Marina Association may deem appropriate and to pledge the assets of the Marina Association, including the right of the Marina Association to make and collect assessments, as security for the repayment thereof, with the consent of at least two-third (2/3rds) of the entire Membership;

5.2.3 To use and expend the proceeds of assessments and borrowings to pay the debts and obligations of the Marina Association and otherwise in a manner consistent with the purposes for which this Marina Association is formed;

5.2.4 To review the plans and specifications of proposed improvements intended to be constructed on any portion of the Marina to determine whether they comply with the terms and provisions of the Governing Documents, and, if they comply, approve them, and if they do not comply, disapprove them;

5.2.5 To maintain, repair, replace, reconstruct, add to, and operate the Marina Association property and other property acquired or leased by the Marina Association for use by Members together with the areas within the Marina intended for the common use and benefit of the Members, to the extent not maintained by others, including, without limitation, dredging within the Marina and outside the Marina's basin to the extent permissible by law;

5.2.6 To purchase and maintain one or more insurance policies insuring the Marina Association's property against loss, damage or destruction, insuring the Marina Association against liability to others, and protecting the Marina Association, its Officers, Directors and Members, to include the authority to obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Marina Association;

5.2.7 To adopt, alter, amend and rescind, impose and enforce by any lawful means, reasonable rules and regulations with respect to the use of the Slips or Docks, Common Areas and Marina Association property;

5.2.8 To contract for the management of the Marina Association and any facilities used by the Members, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Marina Association except those which require specific approval of the Board of Directors or the Membership of the Marina Association;

5.2.9 To employ personnel to perform the services required for proper operation of the Marina Association;

5.2.10 To do and perform anything required by these Articles, the Bylaws, the Rules, or the License Agreement to be done by a Member, but not done timely by the Member, at the cost and expense of the Member;

5.2.11 To do and perform any obligations properly imposed upon the Marina Association and to enforce by any legal means the provisions of these Articles, the Bylaws, the Rules, and the License Agreements;

5.2.12 To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real property, personal property, or submerged lands in connection with the affairs of the Marina Association;

5.2.13 With the prior consent of two-thirds (2/3) of the entire voting interests, the Board is authorized to dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility. No such dedication or transfer shall be effective unless an instrument, also approved by a majority of the Board of Directors, has been signed, agreeing to such dedication or transfer;

5.2.14 Grant easements as to the Common Area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, with or without cost or discharge, at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Marina, and the providing of utility and other services thereto; and

6. MEMBERS AND VOTING.

6.1. Membership. Qualification for Membership in the Marina Association shall be the record title to a Unit or Parcel in Harbour Isle Yacht & Racquet Club, Harbour Isle Estates, or Ports of Iona (as specifically identified below). Every person or entity who is, from time to time, a party to and a holder of a validly executed License Agreement with the Marina Association will be a Member of the Marina Association, but only for so long as the individual is

the record Owner of a Unit or Parcel within Harbour Isle Yacht & Racquet Club, Harbour Isle Estates, or Ports of Iona (as specifically identified below). However, any such person or entity who holds a License Agreement merely as security for the payment of any indebtedness or the performance of an obligation will not be a Member.

Harbour Isle Yacht & Racquet Club consists of the following legally declared Condominiums:

- Harbour Isle Yacht & Racquet Club Condominium, Section I, which Declaration of Condominium was originally recorded at O.R. Book 2630, Pages 4021, *et seq.*, of the Public Records of Lee County, Florida, as amended from time to time;
- Harbour Isle Yacht & Racquet Club Condominium, Section II, which Declaration of Condominium was originally recorded at O.R. Book 2631, Pages 0001, *et seq.*, of the Public Records of Lee County, Florida, as amended from time to time;
- Harbour Isle Yacht & Racquet Club Condominium, Section III, which Declaration of Condominium was originally recorded at O.R. Book 2676, Pages 4074, *et seq.*, of the Public Records of Lee County, Florida, as amended from time to time;
- Harbour Isle Yacht & Racquet Club Condominium, Section IV, which Declaration of Condominium was originally recorded at O.R. Book 2937, Pages 1991, *et seq.*, of the Public Records of Lee County, Florida, as amended from time to time;
- Harbour Isle Yacht & Racquet Club Condominium, Section V, which Declaration of Condominium was originally recorded at O.R. Book 3126, Pages 0415, *et seq.*, of the Public Records of Lee County, Florida, as amended from time to time;
- Harbour Isle Yacht & Racquet Club Condominium, Section VI, which Declaration of Condominium was originally recorded at O.R. Book 3345, Pages 3428, *et seq.*, of the Public Records of Lee County, Florida, as amended from time to time;
- Harbour Isle Yacht & Racquet Club Condominium, Section VII, which Declaration of Condominium was originally recorded at O.R. Book 3345, Pages 3541, *et seq.*, of the Public Records of Lee County, Florida, as amended from time to time;

Harbour Isle Estates consists of the following legally declared Homeowners Association:

- Harbour Isle Estates Homeowner's Association, Inc., which Declaration of Covenants and Restrictions was originally recorded at O.R. Book 3011, Pages 0461, *et seq.*, of the Public Records of Lee County, Florida, and as described in the Plat recorded for Harbour Isle Estates recorded at Plat Book 61, Pages 82, *et seq.*, of the Public Records of Lee County, Florida, all as amended from time to time.

Ports of Iona consists of the following legally declared Condominium:

- Ports of Iona Condominium Association, Inc., which Declaration of Condominium was originally recorded at O.R. Book 1710, Pages 0367, *et seq.*, of the Public Records of Lee County, Florida, as amended from time to time.

6.2. Voting. On all matters upon which the Membership shall be entitled to vote, there shall be only one (1) vote for each Slip or Dock, which vote shall be exercised or cast in the manner provided by the Bylaws. Since there are a total of eighty-two (82) Slips or Docks, there are a total of eighty-two (82) Voting Interests, or eighty-two (82) votes. Any person or entity

holding a License Agreement on more than one (1) Slip or Dock shall be entitled to one (1) vote for each Slip or Dock licensed. Those Members whose voting rights are suspended pursuant to the terms of the Governing Documents and/or Florida law shall not be entitled to cast the vote assigned to the Slip or Dock for which the suspension was levied during the period of suspension and such Voting Interests shall be subtracted from the required number of votes when calculating any required vote or quorum for the period during which such suspension exists.

6.3. Action without Meetings. Any action which could be taken by Members at a Membership meeting may be taken without necessity of a meeting if approved in writing by Members having the right to cast sufficient votes to approve the action if taken at a meeting.

7. OFFICERS. The affairs of the Marina Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Marina Association at its first meeting following the annual meeting of the Members of the Marina Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of Officers, for filling vacancies and for the duties of the Officers.

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Marina Association shall be managed by a board consisting of the number of Directors determined by the Bylaws, but which shall consist of at least three (3) Directors. The term of each Director's service shall be as indicated in the Bylaws and shall extend until his or her elected term is completed, his or her successor is duly elected and qualified, or until his or her resignation, death, or removal in the manner provided elsewhere herein. Resignations of directors are effective when received by the Marina Association in writing, unless a later date is indicated therein.

8.2 Duties and Powers. All of the duties and powers of the Marina Association existing under Chapters 617, Florida Statutes, these Articles, the Bylaws and the Rules and Regulations, and the License Agreement(s) (all as amended from time to time) shall be exercised exclusively by the Board of Directors, subject only to approval by Members when such approval is specifically required.

8.3 Election; Removal. Directors of the Marina Association shall be elected at the annual meeting of the Members 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.

9. BYLAWS. The Bylaws of this Marina Association may be altered, amended or repealed in the manner provided in the Bylaws.

10. AMENDMENTS. These Articles may be amended in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Marina Association, a majority of the Directors, or by twenty-five percent (25%) of the entire Membership of the Marina Association.

10.2 Adoption of Amendments. A proposed amendment may be adopted by affirmative vote of a majority of the entire Membership of the Marina Association. Amendments correcting errors, omissions or scrivener's errors may be executed by the Officers of the Marina Association, upon Board approval, without need for Membership vote or approval.

10.3 Effective Date. An amendment when adopted shall become effective after being recorded in the Lee County Public Records according to law and filed with the Secretary of State according to law.

11. INDEMNIFICATION.

11.1 Indemnity. The Marina 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, suit 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 Marina 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 such action, suit 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 Marina 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) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Marina 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 Marina Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors or Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Marina Association.

11.2 Defense. To the extent that a Director, Officer or Committee Member of the Marina Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article 11, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Marina Association in advance of the final disposition of

such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Marina Association as authorized by this Article 11.

11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, Officer or Committee Member and shall inure to the benefit of the heirs and personal representative of such person.

11.5 Insurance. The Marina Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee or agent of the Marina Association, or a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Marina Association would have the duty to indemnify him or her against such liability under the provisions of this Article.

12. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED. No contract or transaction between the Marina Association and one or more of its Directors or Officers, or between the Marina Association and any other corporation, partnership, Marina Association or other organization in which one or more of its Directors or Officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participated in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because his, her, or their votes are counted for such purpose. No Director or Officer of the Marina Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract transaction.

13. DECLARATION OF INTENTION. It is intended that the Marina Association be eligible for treatment as a tax-exempt organization as presently provided by Federal Law, and as may be amended from time to time. No part of the Marina Association's net earnings shall inure to the benefit of any particular, private Member. Any provision of the Governing Documents which would cause the Marina Association to fail to qualify for tax-exempt status shall be null and void, and shall yield to the overriding intention as herein expressed.

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RESTATED
ARTICLES OF INCORPORATION
OF
HARBOUR ISLE MARINA ASSOCIATION, INC.

Name of Corporation: **HARBOUR ISLE MARINA ASSOCIATION, INC.**

Document Number: **N95000000915**

Pursuant to the provisions of Section 617.1007 and Section 617.1006, Florida Statutes, this Florida Not-For-Profit Corporation adopts the following Amended and Restated Articles of Incorporation:

SEE ATTACHED AMENDED AND RESTATED ARTICLES OF INCORPORATION
FOR HARBOUR ISLE MARINA ASSOCIATION, INC.

The date of Adoption of the Amendment(s) was: January 17, 2022

Adoption of Amendment(s) (check one):

☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment was sufficient for approval.

☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the Board of Directors.

Signed this 2nd day of January, 2022.

Sign: Martin Marcellus
• By the Chairman or Vice Chairman of the Board, President, or other Officer.

• If Directors have not been selected, then by an Incorporator.

• If in the hands of a Receiver, Trustee, or other Court appointed fiduciary, then that fiduciary

Print: Martin Marcellus

Title: President