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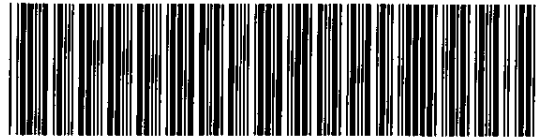
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Amended
E.

Restated
Art.

07/06/06

ROSS EARLE & BONAN, P.A.

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June 21, 2006

Secretary of State
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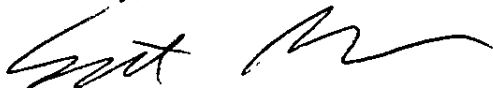
RE: Sanctuary of Indian River, Inc.

Dear Sir or Madam:

Enclosed for filing are the Amended and Restated Articles of Incorporation for The Sanctuary of Indian River, Inc., along with a photocopy to be date stamped and returned to this office in the postpaid envelope enclosed for your convenience. A check 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,



Elizabeth P. Bonan, Esq.
EPB/kmr
Enclosures

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE SANCTUARY OF INDIAN RIVER, INC.

(A Corporation Not for Profit Under
The Laws of the State of Florida)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
06 JUN 27 PM 3:45

The purpose of this Amended and Restated Articles of Incorporation is to continue the purposes of the original Articles of Incorporation filed on August 18, 1997.

ARTICLE I
NAME

1.1 The name of this corporation shall be: THE SANCTUARY OF INDIAN RIVER, INC. (hereinafter referred to as the "Association").

ARTICLE II
DEFINITIONS

2.1 The terms contained and used in these ARTICLES OF INCORPORATION shall have the same definitions and meanings as those set forth in the DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SANCTUARY (hereinafter referred to as the "Declaration").

ARTICLE III
PURPOSE

3.1 The purpose for which the Association is organized is to provide an entity for the operation of a single family residential community to be known generally as The Sanctuary (hereinafter referred to as the "Project").

ARTICLE IV
POWERS

4.1 The Association shall have the following powers:

4.2 The Association shall have all of the powers set forth in the Declaration and all of the common law and statutory powers and privileges granted to corporations not for profit under the laws of the State of Florida.

4.3 The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association not otherwise expressly prohibited herein, including, but not limited to, the following:

a. To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Property and for the health, comfort, safety and welfare of Lot Owners.

b. To own, control, operate, manage, maintain, repair, and replace the Common Property, including the right to reconstruct improvements after casualty and the right to make further improvements to the Common Property.

c. To levy and collect Assessments against members of the Association as provided for in the Declaration and the By-Laws of this Association. Without limiting the generality of the preceding sentence, such Assessments may be levied and collected for the purchase of insurance on the Common Property, insurance for the protection of the Association, its Officers, Directors, and members, and comprehensive general public liability and property damage insurance; to acquire, operate, lease, manage, and otherwise trade and deal with such property, whether real or personal, which may be necessary or convenient for the operation and management of the Common Property; to pay all taxes, utility charges, and other expenses with respect to the Common Property; and generally to accomplish the purposes set forth in the Declaration.

d. To hire such employees or agents, including professional management agent or companies, and purchase such equipment, supplies, and materials as may be needed to provide for the management, supervision, and maintenance of the Property.

e. To enforce the provisions of the Declaration, these Articles of Incorporation, and the By-Laws of the Association.

f. To exercise, undertake, and accomplish all of the powers, rights, duties, and obligations which may be granted to or imposed upon the Association pursuant to the Declaration, including, but not limited to, the enforcement of all of the covenants, restrictions, and other terms contained in or imposed by the Declaration.

g. The irrevocable right of access to each lot during reasonable hours, which is 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 or Lots.

h. To pay taxes and other charges, on or against property owned or accepted by the Association.

i. To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, in payment of property acquired, or for any of the other purposes of the Association, and to secure the repayment of any such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the Association, wherever situated.

j. To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.

k. To charge recipients for services rendered by the Association and for use of Association Property where such is deemed appropriate by the Board of Directors of the Association and is permitted by law.

ARTICLE V **MEMBERS**

5.1 The qualification of members, the manner of their admission to and termination of such membership, and voting by members shall be as follows:

5.2 All Lot Owners shall be members of the Association, and no other persons or entities shall be entitled to membership, except as otherwise provided herein.

5.3 Subject to the provisions of the Declaration and the By-Laws of this Association, membership shall be established by the acquisition of the ownership of fee title to or fee interest in a lot, whether by conveyance, devise, judicial decree, or otherwise and by the recordation amongst the Public Records of Indian River County, Florida, of the deed or other instruments validly establishing such acquisition and designating the Lot affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument, and shall be terminated automatically upon his or her being divested of title to all Lots owned by such member. Membership is nontransferable except as an appurtenance to a Lot.

5.4 The Corporation shall have one (1) class of voting membership:

Members shall be all Owners, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

5.5 The By-Laws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members in addition to the annual meeting.

ARTICLE VI
EXISTENCE AND DURATION

6.1 Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE VII
ADDRESS

7.1 The principal office of the Association shall be as designated from time to time by the Board of Directors. The Association may maintain offices and transact business in such other places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE VIII
DIRECTORS

8.1 The affairs and property of the Association shall be managed and governed by a Board of Directors composed of seven (7) Directors must be members of the Association.

8.2 Directors of the Association shall be appointed in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided for in the By-Laws.

ARTICLE IX
TAX ELECTION

9.1 The Association shall, through its Board of Directors and Officers, file the necessary annual election to become a "Homeowners Association" as defined in the Internal Revenue Code of 1986, Section 528, or similar provisions of corresponding law subsequently enacted, exempt from income tax as therein provided. The Association shall be operated at all times to maintain its eligibility for tax-exempt status.

ARTICLE X
BY-LAWS

10.1 The first By-Laws of the Association shall be adopted by a majority vote of the Board of Directors of the Association and, thereafter, such By-Laws may be altered, amended, or rescinded only as provided in the By-Laws.

ARTICLE XI
INDEMNIFICATION

11.1 Indemnity. The Association shall indemnify any persons 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 (other than an action by or in the right of the Association) by reason of the fact that such person is or was a Director, Officer, employee, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fee), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the Association and with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful; except, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misfeasance or malfeasance in the performance of his or her duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which court shall deem proper. 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 did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceedings, such person had no reasonable cause to believe that his or her conduct was unlawful.

11.2 Expenses. To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph 11.1 hereof, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or herein connected therewith.

11.3 Approval. Any indemnification under Paragraph 11.1 hereof (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in such paragraph 11.1 hereof. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members of the Association.

11.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceedings as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the Association as authorized in this Article.

11.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any By-Laws, agreement, vote of the members of the Association, or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing to such person after he or she has ceased to be a Director, Officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

11.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

ARTICLE XII

AMENDMENTS

These Articles of Incorporation may be altered, amended or added to upon notice to all members of the Association and with approval of a majority of the total membership vote. Such action may be taken at any annual or special meeting of the Association or by written consent.

ARTICLE XIII

ASSOCIATION ASSETS

13.1 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 such member's Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws of this Association.

13.2 In the event of a permanent dissolution of the Association, the Owners may establish a successor nonprofit organization for the purpose of holding title to the Association assets and carrying out the duties and responsibilities of the

Association hereunder. In the event no such organization is formed, then the assets shall be dedicated to Indian River County, Florida, or other appropriate governmental entity. However, in no event shall Indian River County, Florida (or any other governmental entity as may be applicable) be obligated to accept any dedication offered to it by the Association or the Owners pursuant to this Section, but Indian River County, Florida, may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered County Commission of Indian River County, Florida.

13.3 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 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE XIV
TRANSACTION IN WHICH DIRECTORS OR
OFFICERS ARE INTERESTED

14.1 No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, 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 participates in the meeting of the Board or committee thereof which authorized the contract or transaction. No Director or Officer of the Association shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

14.2 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 such a contract or transaction.

ARTICLE XV
INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF REGISTERED AGENT

The street address of the registered office of the Association and the initial registered agent of the Association at that address shall be determined by the Board of Directors from time to time.

ARTICLE XVI
DUTIES AND POWERS RELATED TO SURFACE WATER AND
STORMWATER MANAGEMENT SYSTEMS FOR THE PROPERTY

16.1 The Association shall operate, maintain, and manage the surface water or stormwater management systems(s) in a manner consistent with the St. Johns

River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

16.2 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 system.

16.3 Association assessments shall be used for the maintenance and repair of the surface water or stormwater management systems; including, but not limited to work within retention areas, drainage structures and drainage easements.

These Amended and Restated Articles of Incorporation for The Sanctuary of Indian River, Inc. were approved by at least two-thirds (2/3) of the Members of the Association, which vote was 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 15th day of June, 2006.

WITNESSES:

Sandra Kuchta
Printed Name: SANDRA KUCHTA

Christina Long
Printed Name: Christina Long

Sandra Kuchta
Printed Name: SANDRA KUCHTA

Christina Long
Printed Name: Christina Long

THE SANCTUARY OF
INDIAN RIVER, INC.

By: John M. Kauffman
President

By: Danna J. Hershman
Secretary

CORPORATE
SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on June 15, 2006, by John M. Kauffman, as President of The Sanctuary of Indian River, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification: FLORIDA Drivers License].

Notarial Seal

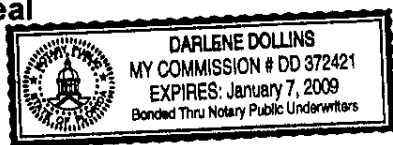


Darlene Dollins
Notary Public

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on June 15, 2006
by Donna C. Harshman, as Secretary of The Sanctuary of Indian River, Inc. []
who is personally known to me, or [] who has produced identification [Type of
Identification: Florida Divers License].

Notarial Seal



Darlene Dollins
Notary Public