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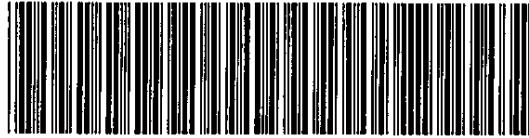
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*Amended and
Restarted Act*

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TALLAHASSEE, FLORIDA

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CORNETT, GOOGE & ASSOCIATES, P.A.

JANE L. CORNETT
HOWARD E. GOOGE*
ROBERT G. RYDZEWSKI, JR.

CHARLES W. SINGER
OF COUNSEL

LYNN D. SCHWARTZ, CL

MICHAEL DERMODY**

*CERTIFIED CIRCUIT CIVIL MEDIATOR
**ADMITTED IN NEW JERSEY

401 E. OSCEOLA STREET
FIRST FLOOR
RIVER OAK CENTER
STUART, FLORIDA 34994

MAILING ADDRESS:
POST OFFICE BOX 66
STUART, FL 34995-0066

(772) 286-2990
FAX (772) 286-2996

January 10, 2007

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

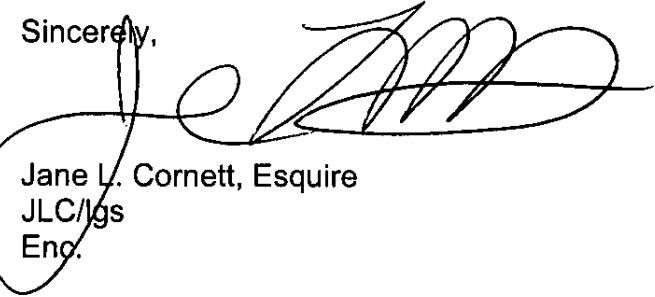
Re: Certificate of Amendment to the Amended and Restated Articles of Incorporation
of Isle of Granada Neighborhood Association, Inc.

Dear Sir or Madam:

Enclosed for filing is one (1) original Certificate of Amendment to the Amended and Restated Articles of Incorporation along with a check in the amount of \$35.00 for your fee. Please date stamp one (1) copy and return it to me in the postpaid envelope enclosed.

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

Sincerely,



Jane L. Cornett, Esquire
JLC/lgs
Enc.

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF**

ISLE OF GRANADA NEIGHBORHOOD ASSOCIATION, INC.

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TALLAHASSEE, FLORIDA

ARTICLE I. NAME	1
ARTICLE II. PRINCIPAL OFFICE AND MAILING ADDRESS	2
ARTICLE III. REGISTERED OFFICE	2
ARTICLE IV. PURPOSES AND POWERS OF THE ASSOCIATION	2
ARTICLE V. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION....	3
5.1 Membership	3
5.2 Voting Rights	3
5.3 Selection of Members	3
5.4 Multiple Ownership	4
5.5 Membership	4
ARTICLE VI. BOARD OF DIRECTORS	4
ARTICLE VII. OFFICERS	4
ARTICLE VIII. AMENDMENTS	4
8.1 Proposal	4
8.2 Notice	4
8.3 Resolution	5
8.4 Approval	5
8.5 Limitation	5
8.6 Compliance with Governmental Regulations	5
8.7 Recording	5
ARTICLE IX. INDEMNIFICATION	5
9.1 Indemnity	5
9.2 Expenses	6
9.3 Approval	6
9.4 Advances	6
9.5 Miscellaneous	6
9.6 Insurance	6
ARTICLE X. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED	7

Exhibit "B"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ISLE OF GRANADA NEIGHBORHOOD ASSOCIATION, INC.**

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, do hereby adopt the following articles of incorporation.

ARTICLE I. NAME

The name of the corporation is Isle of Granada Neighborhood Association, Inc. For convenience, the corporation shall be referred to in this instrument as "Association", these Articles of Incorporation as the "Articles" and the By-Laws of the Association as the "By-Laws".

ARTICLE II. PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Association shall be located at 100 Kings Isle Boulevard, Port Saint Lucie, Florida 34986.

ARTICLE III. REGISTERED OFFICE

The office of the Association shall be at 100 Kings Isle Boulevard, Port Saint Lucie, Florida 34986, with the privilege of having its office and branch offices at other places within or without the State of Florida.

ARTICLE IV. PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, will make no distribution of income to its members, directors, or officers, and the specific purposes for which it is formed are to provide for the ownership, operation, maintenance, and preservation of the parking areas, if applicable, green areas, and other common areas in the area to be known as the Isle of Granada Neighborhood in the Kings Isle Development located in the City of Port St. Lucie, St. Lucie County, Florida, more particularly described in the Declaration referred to below hereinafter referred to as the "Common Areas", and to promote the health, safety, and welfare of the Members, of the Association and to:

- 4.1 Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions (the "Declaration"), as amended from time to time and recorded or to be recorded in the Public Records of St. Lucie County, Florida; said Declaration incorporated herein as if set forth at length;
- 4.2 Fix, levy, collect, and enforce payment by any lawful means, all charges or Assessments or Special Assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

- 4.3 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 or personal property in connection with the affairs of the Association.
- 4.4 Borrow money, and with the assent of two-thirds (2/3) of the Members, mortgage, pledge, deed in trust, or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.
- 4.5 Dedicate, sell, or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members, agreeing to such dedication, sale or transfer.
- 4.6 Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the Members.
- 4.7 To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to contract for the management and maintenance of the Common Areas and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, Special Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association shall, however, refrain at all times the powers and duties granted by the Declaration, including but not limited to the making of Assessments, Special Assessments, promulgation of rules and the execution of contracts on behalf of the Association;
- 4.8 Have and to exercise any and all powers, rights, and privileges which a corporation organized under the corporation not for profit law of the State of Florida by law may now or hereafter have to exercise.

ARTICLE V. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- 5.1 Membership. Every person or entity who is an Owner of a Home shall be a Member of the Association. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall not be assignable, except to the successor-in-interest of the Member.
- 5.2 Voting Rights. The Members shall be each Owner of a Home in the Neighborhood. Each Member shall be entitled to one (1) vote.
- 5.3 Selection of Members. The Association shall give written notice to the Community Association of the persons elected or designated as its Members, such notice to be given at or before the first meeting of the Community Association which the Member is to attend. The Community Association shall be entitled to

rely on such notices as constituting the authorization of the Association (and its members) to the designated Members to cast all votes of the Association (and its members) and to bind same in all Community Association matters until such notice is changed, superseded or revoked.

- 5.4 Multiple Ownership. When more than one person or entity shall at any time be the Owner of a Home subject to a membership interest, the vote attributed to such Home shall be exercised as such Owners mutually determine and such Members cannot split or divide their Home's vote on any motion, resolution, ballot or otherwise. In the event that such Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any one of such Owners casts a vote, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Home. In the event more than one vote is cast for a particular Home, none of said votes shall be counted, but rather, all such votes shall be deemed void.
- 5.5 Membership. Membership shall be appurtenant to and inseparable from ownership of a Home. Transfer of Home ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

ARTICLE VI. BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors composed of not less than three (3) nor more than five (5) persons. The number of Directors on the Board of Directors shall always be an odd number.

ARTICLE VII. OFFICERS

The affairs of the Association will be administered by the officers designated in the By-Laws of the Association. Said Officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors.

ARTICLE VIII. AMENDMENTS

- 8.1 Proposal. An amendment or amendments to these Articles may be proposed by the Board of Directors acting upon a vote of the majority of either the members or the Directors, whether at a meeting as members or Directors or by instrument in writing signed by either of them. Upon any amendment or amendments to these Articles being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association not later than sixty (60) days from the receipt by him of the proposed amendment or amendments.
- 8.2 Notice. It shall be the duty of the Secretary to give each member written notice of such meeting, stating the proposed amendment or amendments in reasonable detailed form, which notice shall be mailed or presented personally to each member as set in the Bylaws

- 8.3 Resolution. At the meeting at which the amendment is to be proposed and considered, a resolution for the adoption of the proposed amendment may be made by any Director or member of the Association, present in person or by proxy.
- 8.4 Approval. Except as elsewhere provided, the approval of a resolution for the adoption of a proposed amendment to these Articles shall require the affirmative vote of not less than seventy-five (75%) percent of the total votes that may be cast by the membership of the association. Members of the Association not present in person or by proxy at the meeting at which the amendment is to be considered may express their approval (or disapproval) of the amendment in writing, provided that such approval is delivered to the Secretary of the Association prior to the commencement of the meeting.
- 8.5 Limitation. Provided, however, that no amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Association, or an affiliate of the Association.
- 8.6 Compliance With Governmental Regulations. Notwithstanding the above, an amendment may be made upon the approval of all of the members of the Board of Directors without the consent of the Members of the Association to bring the Articles of Incorporation in compliance with any governmental regulations including, without limitation, those of the Department of Housing and Urban Development, Federal Housing Administration and Federal National Mortgage Association.
- 8.7 Recording. Such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each amendment of these Articles shall be recorded in the Public Records of St. Lucie County, Florida, within thirty (30) days from the date on which the same is filed with the office of the Secretary of State.

ARTICLE IX. INDEMNIFICATION

- 9.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party of any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, believed to be in or not opposed to the best interest of the Association, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful, except that 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 for gross negligence or misfeasance or malfeasance in the performance of his duty 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 of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such 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 reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

- 9.2 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 Section 9.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees actually and reasonably incurred by him in connection therewith).
- 9.3 Approval. Any indemnification under Section 9.1 above (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 Directors, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 9.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or by a majority of the members.
- 9.4 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 proceeding as authorized by the Board of Directors in any specific case upon receipt of an undertaking by or on behalf of the affected Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article IX.
- 9.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any of the By-Laws, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.
- 9.6 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 him and incurred by him in any such capacity, or arising out of his status as such, whether

or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE X. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

- 10.1 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, or Association, or other organization in which one or more of its Directors or officers are directors or officers having 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, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.
- 10.2 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 the contract or transaction.

IN WITNESS WHEREOF, undersigned officers have affixed his/her signatures this 27 day of December, 2006

Christine Krumm

Print Name: Christine Krumm

Isle of Granada Neighborhood Association, Inc.

By: Rita Finn

Rita Finn, President

Claudette D. Rayen

Print Name: Claudette D. Rayen

Lynelle Hono

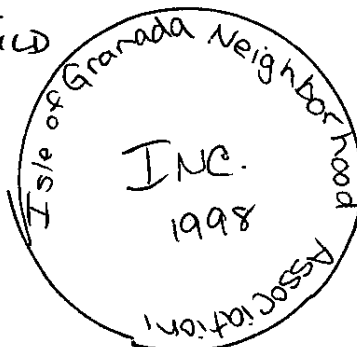
Print Name: Lynelle Hono

By: Kenneth Dickson

Kenneth Dickson, Secretary

Everett S. Child

Print Name: EVERETT S. CHILD



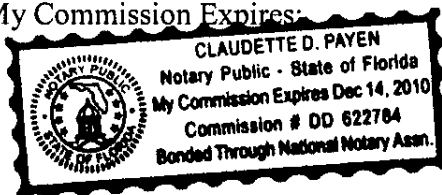
CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing Amended and Restated Articles of Incorporation were acknowledged before me this 27 day of December, 2006 by, Rita Finn as President of Isle of Granada Neighborhood Association, Inc., a Florida corporation, on behalf of said corporation. She [] is personally known to me or [☒] has produced FL DL as identification.

Claudette D. Payen

Notary Public, State of Florida at Large
My Commission Expires:



STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing Amended and Restated Articles of Incorporation were acknowledged before me this 02 day of January, 2007, by, Kenneth Dickson as Secretary of Isle of Granada Neighborhood Association, Inc., a Florida corporation, on behalf of said corporation. He [] is personally known to me or [] has produced DL D250 S16 27 3650 as identification.

Lynette Llano

Notary Public, State of Florida at Large
My Commission Expires:



Record and Return to:
Jane L. Cornett
Cornett, Gooe & Associates, P.A.
P.O. Box 66
Stuart, FL 34995

THIS SPACE FOR RECORDER'S USE

**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
ISLE OF GRANADA NEIGHBORHOOD ASSOCIATION, INC.**

I HEREBY CERTIFY that the attached documents were duly adopted as the Amended and Restated Articles of Incorporation of Isle of Granada Neighborhood Association, Inc., at a Members Meeting on December 13, 2006. The Articles were previously filed with the Florida Secretary of State on February 20, 1998. The Amended and Restated Articles of Incorporation were adopted by a vote of the membership sufficient for approval.

Dated this 21st day of December, 2006.

WITNESS:

Isle of Granada Neighborhood Association, Inc.

Christine Krumm

By: Rita Finn

Print Name: Christine Krumm Rita Finn, President

Claudette D. Payen

Print Name: Claudette D. Payen

Lynette Hand

Print Name: Lynette Hand

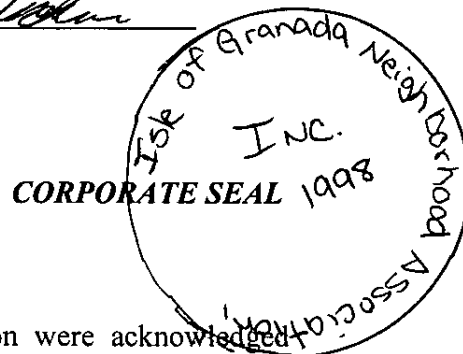
Everett S. Child

Print Name: EVERETT S. CHILD

By: Kenneth Dickson

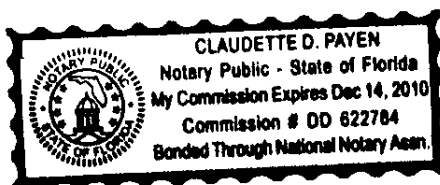
Kenneth Dickson, Secretary

STATE OF FLORIDA
COUNTY OF St. Lucie



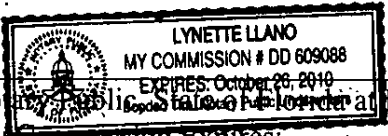
The foregoing Amended and Restated Articles of Incorporation were acknowledged before me this 27 day of December, 2006 by, Rita Finn as President of Isle of Granada Neighborhood Association, Inc., a Florida corporation, on behalf of said corporation. She ☒ is personally known to me or ☐ has produced FL DL as identification.

Claudette D. Payen
Notary Public, State of Florida at Large
My Commission Expires:



STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing Amended and Restated Articles of Incorporation were acknowledged before me this 28 day of December, 2006, by, Kenneth Dickson as Secretary of Isle of Granada Neighborhood Association, Inc., a Florida corporation, on behalf of said corporation. He [] is personally known to me or [] has produced DL D250516273650 as identification.


Notary Public, State of Florida at Large
My Commission Expires:

Lynette Llano