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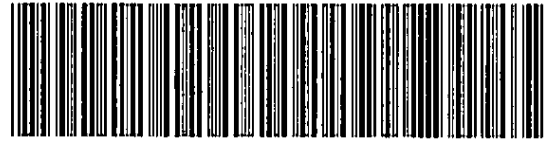
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ROBERT E. MURRELL, B.C.S.
RMURRELL@THEMURRELLFIRM.COM

April 8, 2021

J. TODD MURRELL
TMURRELL@THEMURRELLFIRM.COM

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

Re: Articles of Incorporation of Terracina at the Vineyards Homeowners' Association, Inc.

Dear Sir/Madam:

Enclosed please find the original and one (1) copy of the Amended and Restated Articles of Incorporation for the above referenced Association to be filed with your office. Please return a certified copy of the Articles of Incorporation to our office at your earliest convenience. Also enclosed is a check in the amount of \$43.75 for filing fees.

Thank you for your assistance in this matter.

Sincerely,
THE MURRELL LAW FIRM, P. A.

Teresa Murrell
For the Firm

Certificate Prepared by:
Grigsby Law, P.A.
9240 Bonita Beach Rd., Ste. 1117
Bonita Springs, FL 34135
239/948-9740

CERTIFICATE OF AMENDMENT
[Amended and Restated Articles of Incorporation of
Terracina at the Vineyards Homeowners' Association, Inc.]

The undersigned, being the duly elected and acting President of Terracina at the Vineyards Homeowners' Association, Inc., hereby certifies that the foregoing Amended and Restated Articles of Incorporation were approved by the affirmative vote of seventy five percent (75%) or more of the votes of the members at a meeting of the members held on December 7, 2020, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, and that said vote was sufficient for their amendment.

Executed this 4th day of February, 2021.

WITNESSES:

Signature

Print Name

Signature

Print Name

Terracina at the Vineyards Homeowners'
Association Inc., a Florida not-for-profit
corporation

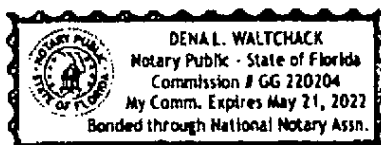
By:

Title:

Date:

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 4th day of February, 2021
by Frank Mambuca, President of Terracina at the Vineyards Homeowners' Association Inc., on behalf of
the corporation who is ☒ personally known to me or () has produced _____ as
identification.



Dena L. Waltchack
Signature of Notary Public
Dena L. Waltchack
Print Name of Notary Public

*THIS DOCUMENT CONSTITUTES A SUBSTANTIAL REWORDING OF
THE ORIGINAL ARTICLES OF INCORPORATION. SEE PRIOR
DOCUMENTS FOR CHANGES TO PRESENT TEXT.*

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
VINEYARDS TERRACINA HOMEOWNERS' ASSOCIATION, INC.
hereafter to be known as
TERRACINA AT THE VINEYARDS HOMEOWNERS' ASSOCIATION,
INC.**

These are the Amended and Restated Articles of Incorporation for TERRACINA AT THE VINEYARDS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit as of this 7 day of December, 2020.

WHEREAS, the original Articles of Incorporation of Vineyards Terracina Homeowners' Association, Inc., were initially filed under that name on April 6, 1998; and

WHEREAS, the corporation, by and through its Directors and Members, pursuant to the provisions of Section 617.1002 and 617.1007, Florida Statutes, wishes to amend and restate the Articles of Incorporation; and

WHEREAS, the Directors and Members at a meeting duly held for such purpose, agreed to amend and restate the aforesaid Articles in the manner hereinafter set forth by achieving a quorum in the case of the Directors and Members as specified in the Articles of Incorporation and/or Florida Statutes, as applicable; and

WHEREAS, written notice setting forth the proposed amendment and restatement of these Articles was given to each Member entitled to vote at such meeting in accordance with the Articles and Bylaws; and

WHEREAS, that duly adopted amendment and restatement of the aforementioned Articles of Incorporation supersedes the original Articles of Incorporation and all amendments thereto, if any.

NOW THEREFORE, the undersigned hereby amends and restates the Articles as follows:

ARTICLE I
NAME AND ADDRESS

The name of the corporation (hereinafter referred to as the "Association") shall be amended to be Terracina at the Vineyards Homeowners' Association, Inc. and its principal office address and mailing address shall be in care of Property Management Professionals of SW Florida Inc., 75 Vineyards Boulevard, 3rd Floor, Naples, Florida 34119, or at any other location in Collier County, Florida determined from time to time by the Board.

ARTICLE II
DEFINITIONS AND PURPOSE

2.1 Definitions. The definitions set forth in Section 1 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Terracina at the Vineyards to which these Articles are attached as Exhibit B shall apply to terms used in these Articles unless the context clearly requires another meaning.

2.2 Purpose. The Association is organized and shall exist on a nonstock basis as a corporation not-for-profit under the laws of the State of Florida, and the Association will not permit pecuniary gain or profit nor distribution of its income to its Members, officers or Directors. The Association was formed to serve as a community homeowners' association to develop, operate, maintain and regulate a residential community now known as TERRACINA AT THE VINEYARDS.

2.3 Powers. The Association shall have all of the common law and statutory powers of a Florida corporation not-for-profit consistent with these Articles, the Bylaws and the Declaration, and shall have all of the powers and authority reasonably necessary or appropriate to the operation, maintenance and regulation of a residential community including but not limited to the power:

- (A) To fix, levy, collect and enforce payment by any lawful means of all charges, assessments, charges, fines or liens pursuant to the terms of the Declaration; to pay all expenses in connection with, and incident to,

the conduct of the business of the Association including all license fees, taxes or governmental charges levied or imposed against the Association or its property;

- (B) To make, amend and enforce reasonable Rules and Regulations governing the use of the Common Areas and the operation of the Association;
- (C) To sue and be sued, and to enforce the provisions of these Articles, the Bylaws and the Declaration;
- (D) To contract for the management and maintenance of the Common Areas and the Association and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board or the Members.
- (E) To employ accountants, attorneys, architects and other professional personnel to perform services required for proper operation of the Common Areas and the Association;
- (F) To dedicate 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 receive the prior approval of sixty-seven percent (67%) of the Voting Interests;
- (G) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred, subject to the prior approval of sixty-seven percent (67%) of the Voting Interests;
- (H) To maintain, repair, replace and provide insurance for the Common Areas; to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of the Association, subject to the prior membership approval requirements of (F) and (G) above;

- (I) To enter into bulk-rate contracts for all Community Systems, including but not limited to communication services as defined in Chapter 202, Florida Statutes (such as basic cable television programming services, telephone), information services and/or internet services in bulk for the Community, and the cost of such services shall be a Common Expense;
- (J) To regulate parking and traffic on private roads within the Community including, but not limited to, the use of access gates or speed bumps; and
- (K) To exercise any and all powers, rights and privileges which a corporation organized under Chapters 617 and 720, Florida Statutes, may now or hereafter have or exercise, subject always to the Declaration.

All funds and the title to all property acquired by the Association shall be held in accordance with applicable law and the provisions of the Declaration, these Articles and the Bylaws.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS**

Membership and Voting Rights shall be as set forth in the Declaration.

ARTICLE IV **TERM**

4.1 Term of the Association. The term of the Association shall be perpetual unless otherwise sooner dissolved.

4.2 Dissolution. The Association may be dissolved with the prior approval of sixty-seven percent (67%) of the Voting Interests. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the

Association, both real and personal, shall be distributed in accordance with the plan of dissolution as adopted by the Members.

ARTICLE V

DIRECTORS AND OFFICERS

5.1 Size of Board of Directors. The affairs of the Association shall be administered by a Board consisting of the number of Directors determined in accordance with the Bylaws provided that in no event shall the number of Directors be less than three (3). In the absence of a determination as provided in the Bylaws the number of Directors shall be three (3).

5.2 Election and Removal of Directors. Directors shall be elected in the manner provided in the Bylaws. Directors may be removed and vacancies on the Board filled in the manner provided in the Bylaws.

5.3 Conduct of Business. The business of the Association shall be conducted under the administration of the Board by the officers appointed in accordance with the Bylaws.

ARTICLE VI

AMENDMENTS

6.1 Proposal. Amendments to these Articles may be proposed by a majority of the Board of Directors or by the written request of at least twenty-five percent (25%) of the Voting Interests.

6.2 Adoption. Except as otherwise provided by law or by specific provision of the Governing Documents, these Articles may be amended at any time if a duly proposed amendment is approved by at least sixty-seven percent (67%) of the Voting Interests.

6.3 Recording; Effective Date. An adopted amendment shall become effective upon filing with the Secretary of State of Florida and recording a certified

copy in the Public Records of Collier County, Florida with a certificate reciting the facts of its adoption. The certificate shall identify the Instrument Number or Book and Page of the Public Records where the Declaration is recorded and be executed by officers of the Association with the formalities of a deed.

ARTICLE VII **INDEMNIFICATION**

7.1 Indemnification. To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless each Director, officer, committee member, employee or agent of the Association (an "Indemnified Person"), 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 or other, by reason of the fact that he is or was an Indemnified Person, from and against expenses (including attorney's fees, appellate attorney's fees and costs), judgments, fines and amounts paid in settlement, actually and reasonably incurred by such Indemnified Person 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 an Indemnified Person, that he did not act in good faith or in a manner 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, that he had reasonable cause to believe his conduct was unlawful and (ii) such court also finally and specifically determines 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 Indemnified Person did not act in good faith or 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 that the Indemnified Person had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the Members of the Association, by adoption of these Articles, to provide the most comprehensive indemnification possible under Florida Law to each Indemnified Person regardless of whether such indemnification is required by, or specifically referred to in, Florida law or these Articles. The indemnification provided by this Article, shall not be deemed exclusive of any other rights to which any Indemnified Person may be entitled under Florida law, any Bylaw, the Declaration, any agreement, pursuant to any vote of Members or otherwise, and shall continue as to a person who has ceased to be in the capacity that

qualified such person as an Indemnified Person and shall inure to the benefit of the heirs and personal representatives of such person.

7.2 Expenses. Expenses incurred by an Indemnified Person defending any claim, issue or matter of the type referred to herein, shall be paid or reimbursed on an ongoing basis by the Association during the course of any such proceeding and in advance of the final disposition of thereof upon receipt by the Association of an undertaking from or on behalf of the Indemnified Person to repay such amounts if it shall ultimately be finally and determined in the matter set forth in Section 7.1 above that such person is not entitled to be indemnified by the Association as authorized by this Article VII.

7.3 Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was an Indemnified Person against any liability asserted against and any expense incurred by him in any such capacity or arising out of his status. The failure of the Association to purchase such insurance shall not restrict or limit the right of any Indemnified Person to be indemnified pursuant to this Article VII, nor shall any restrictions or limitations in any such policy of insurance in any way restrict or limit the rights of any Indemnified Person to the fullest indemnification available to him or her under this Article VII.

[END OF ARTICLES]