

1 **AMENDED AND RESTATED**

2
3 **ARTICLES OF INCORPORATION**
4 **OF**
5 **SPOONBILL COURTYARD HOMES ASSOCIATION, INC.**
6 **A Florida Corporation Not-For-Profit**
7

8 *[Substantial rewording of Articles of Incorporation.*
9 *See existing Articles of Incorporation and amendments thereto for present text.]*
10

11
12 The Members of **SPOONBILL COURTYARD HOMES ASSOCIATION, INC.** (herein, the
13 “Association”), a corporation not-for-profit under the laws of the State of Florida, hereby adopt the following
14 Amended and Restated Articles of Incorporation. These Amended and Restated Articles of Incorporation
15 supersede and replace the previous Articles of Incorporation and all amendments thereto.
16

17 **ARTICLE 1.**
18 **NAME AND PRINCIPAL ADDRESS**
19

20 1.1 **Name and Address.** The name of this corporation shall be **SPOONBILL COURTYARD**
21 **HOMES ASSOCIATION, INC.** The Association was formerly known as Island Maintenance Association, Inc.
22 and legally changed its name in 1996. The principal address of the Association is 1401 Manatee Avenue
23 West, Suite 300, Bradenton, Florida 34205. The Association’s Board of Directors may change the
24 Association’s principal office from time to time in the manner provided by law.
25

26 1.2 **Additional Corporate Information.** **SPOONBILL COURTYARD HOMES ASSOCIATION,**
27 **INC.** was originally incorporated on November 12, 1992 with the State of Florida, Secretary of State and was
28 assigned Corporate Charter Number N9200000220. The original Declaration of Covenants and Restrictions
29 for **SPOONBILL COURTYARD HOMES AT PERICO BAY CLUB** was recorded at Official Records Book
30 1357, Page 0319 *et seq.* of the Public Records of Manatee County, Florida (herein, the “Declaration”). The
31 subdivision plat of **SPOONBILL COURTYARD HOMES AT PERICO BAY CLUB** is recorded at Plat Book
32 26, Pages 88-90 of the Public Records of Manatee County, Florida.
33

34 **ARTICLE 2.**
35 **CORPORATE PURPOSES**
36

37 The Association is organized as a not for profit corporation pursuant to Chapter 617, Florida Statutes,
38 and as a statutory homeowner’s association pursuant to Chapter 720, Florida Statutes, to perform the
39 following purposes: to hold title to, operate, administer, manage, insure and maintain the common areas of
40 **SPOONBILL COURTYARD HOMES AT PERICO BAY CLUB**, located in Manatee County, Florida (herein,
41 the “Subdivision”) or such portions thereof or as are dedicated to or made the responsibility of the Association
42 in the Declaration; to enforce the Governing Documents as the Board determines as needed and appropriate;
43 and to conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-

44 profit and homeowner's associations in order to carry out the covenants and enforce the provisions of its
45 Governing Documents.

46
47 **ARTICLE 3.**
48 **CORPORATE POWERS**
49

50 The Association shall have the following powers and shall be governed by the following provisions:
51

52 3.1. **Common Law and Statutory Powers.** The Association shall have all of the common law
53 and statutory powers of a corporation not-for-profit and a homeowner's association, which are not in conflict
54 with the terms of its Governing Documents.
55

56 3.2 **Specific Powers.** The Association shall have all of the powers reasonably necessary to
57 implement the purposes of the Association including, but not limited to, the following:
58

59 3.2.1 To take all action reasonably necessary to protect and promote the property, health, safety
60 and welfare of the Owners of Lots in the Subdivision.
61

62 3.2.2 To provide, maintain and repair private streets, landscaping, lawns, trees and shrubs; to
63 maintain and repair all Common Areas, structures and improvements in the Subdivision for which the
64 obligation to maintain and repair has been delegated to the Association.
65

66 3.2.3 To provide for utility services and other services for the common good of the Owners of Lots
67 in the Subdivision, including without limitation the storm water management system.
68

69 3.2.4 To purchase and maintain such policies of insurance as required by Florida law, as set forth
70 in the Declaration or as may be deemed desirable by the Association's Board of Directors.
71

72 3.2.5 To supervise and control the specifications, alterations, improvements, architecture, design,
73 appearance, elevation and location of all buildings, structures, and improvements of any type, including
74 dwelling units, walls, fences, driveways and pavements, grading, drainage, disposal systems and all other
75 structures and improvements constructed, placed or permitted to remain in the Subdivision as well as the
76 alteration, improvement, addition or changes thereof, including without limitation the landscaping surrounding
77 the same.
78

79 3.2.6 To provide such services as may be deemed necessary or desirable by the Board of
80 Directors and to acquire the capital improvements and equipment related thereto.
81

82 3.2.7 To purchase, acquire, replace, improve, maintain and repair such buildings, structures and
83 equipment related to the health, safety and welfare of the Members of the Association, as the Board of
84 Directors in its discretion, determines to be necessary or desirable.
85

86 3.2.8 To carry out all of the duties and obligations assigned to it as a Homeowner's Association
87 under the terms of the Governing Documents or Florida law.

88
89 3.2.9 To create and disband committees as further provided in the Governing Documents of the
90 Association.

91
92 3.2.10 To make, amend and enforce reasonable Rules and Regulations governing the Subdivision
93 or any portions thereof, including, without limitation, the Common Areas and Lots.

94
95 3.2.11 To make, levy and collect special and regular Assessments to pay for Common Expenses
96 in the manner provided in the Governing Documents and to use and expand the proceeds of such
97 Assessments in the exercise of the powers and duties of the Association; and the Association may record
98 and foreclose on claims of liens for unpaid Assessments and/or seek a monetary judgment against its
99 Members for non-payment.

100
101 3.2.12 To administer and enforce the provisions of the Governing Documents.

102
103 3.2.13 To employ personnel; to retain attorneys, engineers, architects, accountants, managers, and
104 other independent contractors and professional personnel; and to enter into service contracts to provide for
105 the maintenance, operation and management of Common Areas; and to enter into any other agreements
106 consistent with the purposes of the Association, including but not limited to, agreements with respect to the
107 professional management and to delegate, where permitted by Florida law, to such professional management
108 certain powers and duties of the Association.

109
110 3.2.14 To purchase, lease, hold, sell, mortgage, and otherwise acquire or dispose of Lots and other
111 real and personal property; and to enter into, make, perform or carry out contracts of every kind with any
112 person, firm, corporation, or association.

113
114 3.2.15 To hold and invest funds solely and exclusively for the benefit of its Members.

115
116 3.2.16 To pay and/or contest taxes and all other charges or assessments, if any, levied against the
117 property owned, leased or used by the Association.

118
119 3.3 **Emergency Powers.** Consistent with the provisions of Section 617.0830, Florida Statutes,
120 the Board of Directors, in response to an event for which a state of emergency is declared pursuant to Section
121 252.36, Florida Statutes in the locale in which the Subdivision is located, may, but is not required to, exercise
122 the following powers:

123
124 3.3.1 Conduct board meetings and membership meetings with notice given as is reasonable and
125 practicable under the circumstances of the emergency. Such notice may be given in any practicable manner,
126 including publication, radio, United States mail, the Internet, public service announcements, and conspicuous
127 posting on the subdivision property or any other means the Board deems reasonable under the

128 circumstances. Notice of Board decisions may be communicated as provided in this paragraph. The Directors
129 in attendance at such a Board meeting (if more than one (1) Director) shall constitute a quorum.

130
131 3.3.2 The President, Vice President or a Majority of the Board may cancel and reschedule any
132 Association meeting.

133
134 3.3.3 The Board may hold Board, committee and membership meetings via video-conferencing,
135 online or via telephone without a physical meeting location if Owners are provided a reasonable opportunity
136 to participate and speak at such meetings.

137
138 3.3.4 Name as assistant officers persons who are not Directors, which assistant officers shall have
139 the same authority as the executive officers to whom they are assistants during the state of emergency to
140 accommodate the incapacity or unavailability of any officer of the Association.

141
142 3.3.5 Relocate the Association's principal office or designate alternative principal offices. The
143 Board of Directors may relocate the principal office or designate alternative principal offices or authorize any
144 officer to do so.

145
146 3.3.6 Enter into agreements with local counties and municipalities to assist counties and
147 municipalities with debris removal.

148
149 3.3.7 Implement a disaster plan before or immediately following the event for which a state of
150 emergency is declared.

151
152 3.3.8 Based upon advice of emergency management officials, Department of Health or other
153 health officials, or upon the advice of licensed professionals retained by the Board, determine any portion of
154 the Common Areas unavailable for use, entry or occupancy by Owners, family members, tenants, guests,
155 agents, or invitees to protect the health, safety, or welfare of such persons.

156
157 3.3.9 The Board of Directors shall also exercise any and all powers authorized by Sections
158 617.0207 and 617.303, Florida Statutes, as amended from time to time.

159
160 3.3.10 Corporate action taken in good faith to meet the emergency needs of the Association, its
161 Owners or residents shall be binding on the Association and shall have the rebuttable presumption of being
162 reasonable and necessary.

163
164 3.3.11 The special powers authorized under subsection 3.3 shall be limited to that time reasonably
165 necessary to protect the health, safety, and welfare of the Association and the Owners and the Owners' family
166 members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage
167 and make emergency repairs.

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ARTICLE 4.
MEMBERSHIP

174 4.1 **Membership.** Every person or entity who is a record Owner of a fee or undivided fee interest
175 in any Lot or Unit (as defined in the Declaration) which is subject by covenants of record to Assessment by
176 the Association shall automatically be a Member of the Association, provided that any such person or entity
177 who holds an interest merely as a security for the performance of an obligation shall not be a Member. The
178 manner of admission and voting rights shall be more fully set forth and regulated by the Bylaws and the
179 Declaration.

180
181 4.2 **Change of Membership.** Change of membership in the Association shall be established by
182 the recording in the Official Records of Manatee County, Florida, of a deed or other instrument establishing
183 a change of record title to a Lot in the Subdivision. The Owner designated by such recorded instrument
184 thereby becoming a Member of the Association and the membership of the prior Owner is automatically
185 terminated.

186
187 4.3 **Voting.** Subject to the restrictions and limitations set forth in the Governing Documents and
188 Florida law, each Member is entitled to one (1) vote in respect to all matters subject to being voted upon by
189 the Members of the Association for each Lot owned. Each Member shall cast his or her vote in the manner
190 provided in the Bylaws and Florida law. Voting rights may be suspended in the manner provided in the Bylaws
191 and Chapter 720, Florida Statutes.

192
193 4.4 **Restraint Upon Separation and Partition.** The interest of a Member in the funds and
194 assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an
195 appurtenance to the Lot which is the basis of his membership in the Association. Membership is appurtenant
196 to, runs with, and shall not be separated from, the Lot upon which said membership is based.

197
198 4.5 **Membership Roster.** The Secretary of the Association or designee shall maintain a current
199 list of the Members of the Association. Whenever any person or entity becomes entitled to membership in
200 the Association, it shall become such party's duty and obligation to inform the Association Secretary or
201 designee in writing, giving the Member's name, address and Lot number; provided, however, that any notice
202 given to or vote accepted from the prior Owner of such Lot before receipt of written notification of change of
203 ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required
204 to, search the Public Records of Manatee County or make other inquiry to determine the status and
205 correctness of the list of Members of the Association maintained by the Secretary and shall be entitled to rely
206 upon the Association's official records until notified in writing of any change in ownership of the Lot.

207
208 **ARTICLE 5.**
209 **TERM OF EXISTENCE**

210
211 The Association shall exist perpetually, unless sooner dissolved according to law or Article 10 hereof.

212
213 **ARTICLE 6.**

214 **BOARD OF DIRECTORS AND OFFICERS**

215
216 6.1 **Board of Directors.** The number of Directors may be increased or decreased from time to
217 time in the manner provided in the Bylaws, but shall never be less than three (3). The Board of Directors will
218 manage the affairs of the Association. Directors will be elected and removed from office in the manner
219 provided in the Bylaws. Directors shall meet the qualifications established in the Bylaws and Florida law.

220
221 6.2 **Officers.** The affairs and operation of the Association are to be managed by a President, a
222 Vice President, a Secretary and a Treasurer. All officers and assistant officers serve at the pleasure of the
223 Board and may be removed by the Board with or without cause. All officers and assistant officers shall
224 perform such duties and responsibilities as provided in the Bylaws and by the Board.

225
226 **ARTICLE 7.**
227 **INCORPORATORS**

228
229 The name and address of the original incorporator is: Mark Sochar, 11701 Manatee Avenue West,
230 Bradenton, Florida 34209.

231
232 **ARTICLE 8.**
233 **BYLAWS**

234
235 The Bylaws of the Association shall be altered, amended or rescinded in the manner provided for in
236 the Bylaws.

237 **ARTICLE 9.**
238 **AMENDMENTS**

239
240 These Articles of Incorporation may be amended in the following manner:

241
242 9.1 **Proposal.** The Board of Directors or thirty percent (30%) of the total Voting Interests of the
243 Association may propose an amendment to these Articles of Incorporation.

244
245 9.2 **Adoption.** The Articles of Incorporation may be amended upon the affirmative approval of
246 at least two-thirds (2/3) of the Association's Board of Directors at a duly-noticed Board meeting. Alternatively,
247 an amendment to the Articles of Incorporation may be approved by at least two-thirds (2/3) of the eligible
248 Voting Interests present (in person or by proxy) and voting at a duly-noticed membership meeting at which a
249 quorum is obtained.

250
251 9.3 **Automatic Amendment.** As an exception to the foregoing, these Articles of Incorporation
252 may be amended by the Board of Directors, if necessary, to make the same consistent with the provisions of
253 the Declaration. Whenever Chapters 607, 617 or 720, Florida Statutes, or other applicable Florida or Federal
254 laws or administrative regulations are amended so that these Articles of Incorporation are inconsistent with
255 the applicable law or administrative rules, the Board of Directors, without a vote of the Members, may, but
256 shall not be under a duty or obligation to, adopt by Majority vote of the Board, amendments to these Articles

300 11.2 **Expenses.** To the extent that a Director, officer, or committee member of the Association
301 has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in
302 Article 9.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against
303 expenses (including trial and appellate attorneys' fees) actually and reasonably incurred by him or her in
304 connection therewith.

305
306 11.3 **Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall
307 be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt
308 of any undertaking by or on behalf of the affected Director, officer, or committee member to repay such
309 amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association
310 as authorized herein or as otherwise permitted by law.

311
312 11.4 **Miscellaneous.** The indemnification provided herein shall not be deemed exclusive of any
313 other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of
314 Members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or
315 committee member and shall inure to the benefit of the heirs and personal representatives of such person.
316 Anything to the contrary notwithstanding, the provisions of this Article 11 may not be amended without the
317 written approval of all persons whose interests would be adversely affected by such amendment.

318
319 11.5 **Insurance.** The Association shall have the power to purchase and maintain insurance on
320 behalf of any person who is or was a Director, officer, or committee member against any liability asserted
321 against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such,
322 whether or not the Association would have the power to indemnify him or her against such liability under the
323 provisions of this Article.

324
325 **ARTICLE 12.**
326 **MISCELLANEOUS**

327
328 12.1 **Interpretation.** Unless defined herein, terms used herein shall have the same meaning as
329 provided in the Declaration. The Board of Directors is responsible for interpreting the provisions of the
330 Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors'
331 interpretation shall be binding upon all parties unless wholly unreasonable and arbitrary. A written opinion
332 rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable
333 and arbitrary shall conclusively establish the validity of such interpretation.

334
335 12.2 **Definitions.** If a term is not defined herein or in the Declaration or is deemed ambiguous,
336 the Board of Directors shall be responsible for defining the term in its reasonable discretion. The Board of
337 Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in
338 the community or refer to a common dictionary when defining a term. The Board of Directors' definition shall
339 be binding on all parties unless wholly unreasonable and arbitrary. A written opinion rendered by legal
340 counsel that a definition adopted by the Board of Directors is not wholly unreasonable and arbitrary shall
341 conclusively establish the validity of such definition.

342 12.3 **Conflicts.** The term "Governing Documents," as used in these Articles of Incorporation and

343 elsewhere shall include the Declaration, Articles of Incorporation, Bylaws, the Rules and Regulations of the
344 Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other
345 exhibits to the original Declaration. In the event of a conflict between the language in the Declaration and the
346 graphic descriptions of record, the graphic description of record shall control. In the event of a conflict in any
347 of the Governing Documents, the documents shall control in the following order:
348

- 349 A. Declaration;
 - 350 B. Articles of Incorporation;
 - 351 C. Bylaws; and
 - 352 D. Rules and Regulations.
- 353

354 12.4 **Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar
355 pronouns should be construed to include all genders and encompass the plural as well as the singular.
356

357 12.5 **Severability.** In the event that any provisions of these Articles of Incorporation are deemed
358 invalid, the remaining provisions shall be deemed in full force and effect.
359

360 12.6 **Headings.** The headings of paragraphs or sections herein are for convenience purposes
361 only, and shall not be used to alter or interpret the provisions therein.
362

363 **ARTICLE 13.**
364 **REGISTERED OFFICE AND REGISTERED AGENT**
365

366 The current street address of the registered office of the Association is 1401 Manatee Avenue West,
367 Suite 300, Bradenton, Florida 34205. The registered agent of the Association at that address shall be Jeff
368 Richardson. The Association's Board of Directors may change the Association's registered agent and
369 registered office as provided by law.
370

371 These Amended and Restated Articles of Incorporation were duly adopted at the _____,
372 2021 meeting of SPOONBILL COURTYARD HOMES ASSOCIATION, INC.
373

374 **SPOONBILL COURTYARD HOMES ASSOCIATION, INC.**
375

376 Sign: _____
377 As its President

378 (Corporate Seal)

379 Attest: _____
380 As its Secretary