

**EXHIBIT "B"**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
FOR EMERALD ESTATES**  
a corporation not for profit

The Articles of Incorporation for **EMERALD ESTATES/INDIAN RIVER HOMEOWNERS ASSOCIATION, INC.** ("Association") were filed with the Florida Secretary of State on June 14, 2002. The Association, desiring to amend and restate its Articles of Incorporation, hereby executes the following Amended and Restated Articles of Incorporation which were duly approved and adopted by the members of the Association on the 15<sup>th</sup> day of March, 2023.

**ARTICLE I: NAME AND DURATION**

The name of this corporation shall be **EMERALD ESTATES/INDIAN RIVER HOMEOWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Association"). The existence of the Association commenced on June 14, 2002, with the filing of the original Articles of Incorporation with the Florida Secretary of State in Tallahassee, Florida. The Association shall exist in perpetuity.

**ARTICLE II: REGISTERED AGENT AND OFFICE**

Wetherald & Associates whose address is 3333 20<sup>th</sup> Street, Vero Beach, FL 32960 is hereby appointed the registered agent of this Association. The Association may change its registered agent from time to time without amendment of these Articles of Incorporation.

**ARTICLE III: PRINCIPAL OFFICE**

The principal office of the Association shall be located at 3333 20<sup>th</sup> Street, Vero Beach, FL 32960. The Association may change its principal office from time to time without amendment of these Articles of Incorporation.

**ARTICLE IV: PURPOSE AND POWERS OF THE ASSOCIATION**

**Section 1.** The purpose and object of the Association shall be to administer the operation and management of, a subdivision located in Indian River County, Florida (hereinafter "Community") more fully described in Exhibit "A", (hereinafter "Property") according to the Declaration of Covenants and Restrictions which is recorded in the public records of Indian River County, Florida ("Declaration"), and any additions thereto which may be brought into the jurisdiction of this Association by annexation under the terms and conditions as set forth in the Declaration by , its successors and assigns ("The Declarant").

**Section 2.** The Association does not contemplate pecuniary gain or profit to the Members thereof and shall undertake and perform all acts and duties' incident to the operation, management, preservation, and architectural control of the Property in accordance with the terms, provisions and conditions of these Articles of Incorporation, the Bylaws of the Association, and the Declaration. The Association shall further promote the health, safety, and welfare of the Members of the Association in the Community.

**Section 3.** The Association shall have the following powers:

(a) All of the powers and privileges granted to corporations not for profit under the laws of the State of Florida as the same may be amended from time to time as therein provided.

(b) All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to undertake all powers and duties set forth in the Declaration, these Articles and Bylaws as same may be amended from time to time, the Declaration and Bylaws being incorporated herein as if set forth in full.

(c) The right to tax, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all 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.

(d) The right 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 or personal property in connection with the affairs of the Association and to annex such property owned by it to the covenants and restrictions.

(e) The right to borrow money, and with the assent of two-thirds (2/3) of the voting members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(f) The right to dedicate, sell or transfer all or any part of the Common area 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 voting members, agreeing to such dedication, sale or transfer, provided, however, the Association shall have the right to grant permits, easements or licenses to a public agency or utility company for utilities, roads, other purposes reasonably necessary or useful for the proper maintenance or operation of the property, which grants shall not be deemed a dedication, sale or transfer requiring the consent of the voting members.

(g) The right to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidations or annexation shall have the consent of two-thirds (2/3) of the voting members.

(h) The obligation to operate, maintain and manage the surface water or stormwater management system(s) in manner consistent with the St. Johns River Water Management District permit no. 40-061-69927-1 requirements and applicable District rules, and in accordance with Indian River County Permit No. 2000090031-26263/SD-00-12-11 and applicable Indian River County rules; and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system. 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 management system.

**Section 4.** With respect to the surface water management system, the Association shall have the following duties:

(a) Each property owner shall be responsible for his/her pro rata share of the maintenance, operation and repair of the surface water or stormwater management system. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. and Indian River County rules and regulations.

(b) Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage,

conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District and Indian River County. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District and Indian River County.

(c) Any amendment to the Deed Restriction which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District and Indian River County.

(d) The St. Johns River Water Management District and Indian River County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Deed Restriction which relate to the maintenance, operation, and repair of the surface water or stormwater management system.

#### **ARTICLE V: QUALIFICATION OF MEMBERS**

The qualification of Members, manner of their admission to, and termination of membership shall be as follows:

**Section 1.** Every person or entity who is a fee simple records owner of a fee interest in any Lot which is subject to the Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to the Declaration.

**Section 2.** The membership of any person or entity shall be automatically terminated upon his/her being divested of his/her title or interest in such Lot; provided that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Lots at any time while such person or entity shall retain fee title to or a fee ownership interest in any Lot.

**Section 3.** Transfer of membership shall be recognized by the Association upon its being provided with a copy of the recorded deed conveying such fee simple title to a Lot to the new Member.

**Section 4.** Except as an appurtenance to his/her Lot, no member can assign, hypothecate or transfer in any manner, his/her membership in the Association or his/her interest in the funds and assets of the Association. 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 the Bylaws hereof.

#### **ARTICLE VI: VOTING RIGHTS**

**Section 1.** Members shall be Owners of a Lot as such is defined in the Declaration. Voting members shall be entitled to one vote for each Lot owned.

**Section 2.** When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised by one person as they determine, and such person shall be designated as the holder of the vote. If a corporation, partnership, joint venture, or other entity is a fee simple title holder to a Lot, such entity shall designate one person as the holder of the vote. Voting Certificate. In no event shall more than one vote be cast with respect to any Lot.

## **ARTICLE VII: BOARD OF DIRECTORS**

The business affairs of this Association shall be managed by the Board of Directors who need not be Members of the Association.

## **ARTICLE VIII: OFFICERS**

**Section 1.** The officers of the Association shall be a President, one or more Vice Presidents, Secretary and Treasurer, and if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors.

**Section 2.** Officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Community and the affairs of the Association, and any and all such persons and/or entity or person or entity is a Member, Director or officer of the Association.

**Section 3.** The officers shall be elected by the Board of Directors at their annual meeting as provided in the Bylaws. Any vacancies in any office shall be filled by the Board of Directors at any meeting duly held.

**Section 4.** The President shall be elected from the membership of the Board, but no other officer need be a Director. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except Secretary and Treasurer.

## **ARTICLE IX: BY-LAWS**

The Bylaws shall be amended by the procedure more fully set forth in the Bylaws and shall be approved by at least a majority of the voting membership.

## **ARTICLE X: AMENDMENT OF ARTICLES**

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the votes the voting Members.

## **ARTICLE XI: INDEMNITY**

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been a director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided, that in the event of any claim for reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or other officer may be entitled.

## **ARTICLE XII: NON-PROFIT STATUS**

No part of the income of this corporation shall be distributed to the Members except upon the dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

### **ARTICLE XIII: MERGER AND DISSOLUTION**

**Section 1.** The Association shall have the right to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided such merger or consolidation shall have the assent of two-thirds (2/3) of the voting members.

**Section 2.** This Association may be dissolved by the approval of two-thirds (2/3) of the voting members given in person, by proxy or by written consent. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created, including without limitation, the assignment of all the Association's obligations concerning the drainage facilities to an entity which would comply with Section 40C-42.027, F.A.C., and be approved by St. Johns Water Management District prior to such termination, dissolution or liquidation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval on dissolution pursuant to Florida Statute 617.05.

**EXHIBIT "A" LEGAL DESCRIPTION**

The West 20.19 acres of Tract 15, Section 20, Township 32 South, Range 39 East, less the West 400 feet thereof, and less the road right-of-way;

AND

The East 20.19 acres of Tract 15, Section 20, Township 32 South, Range 29 East, less the East 100 feet of the South 440 feet, and less the East 100 feet of the West 200 feet of the East 340 feet of the South 500 feet, and less the West 100 feet of the East 340 feet of the South 500 Feet, and less the West 200 feet of the East 540 feet of the South 500 feet, and less the road right-of-way;

AND

The West 10 acres of Tract 16, Section 20, Township 32 South, Range 39 East, less the East 170 feet of the West 330 feet of the South 440 feet, and less the East 150 feet of the West 160 feet of the South 440 feet, and less the road right-of-way.

All of the above described property being in the Indian River Farms Company Subdivision, according to the plat thereof as recorded in Plat Book 2, Page 25, Public Records of St. Lucie County, Florida.

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Articles of Incorporation for Emerald Estates this 27<sup>TH</sup> day of MARCH, 2023.  
**EMERALD ESTATES/INDIAN RIVER HOMEOWNERS ASSOCIATION, INC.** a Florida not for profit corporation

By: [Signature]  
Arthur Starr, President

By: [Signature]  
Stephanie Letts, Secretary

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 27 day of March, 2023, by Arthur Starr, as President, and Stephanie Letts, as Secretary, of Emerald Estates/Indian River Homeowners Association Inc., who are  personally known to me or  have produced Drivers License as identification.

[Signature]  
Notary Public

Nicole Williams  
Print Notary Public



**NICOLE WILLIAMS**  
Commission # HH 232051  
Expires February 22, 2026