

1 \AMENDED AND RESTATED
2 ARTICLES OF INCORPORATION
3 OF
4 ROCKY BAYOU OWNERS ASSOCIATION, INC.

5 SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION .
6 SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT

7 These are the Amended and Restated Articles of Incorporation of Rocky Bayou Owners
8 Association, Inc., originally filed with the Florida Department of State on the 22nd day of March
9 1984, under Charter Number N002102. Amendments included have been added pursuant to
10 Chapter 617, Florida Statutes (2022).

11 The name and address of the current registered office is Nicole Patten, 312 Ruckel Drive,
12 Niceville, FL 32578-1722. The Board of Directors may, from time to time, change the
13 designation of the principal office, the mailing address of the corporation, the registered office
14 and the registered agent, in the manner provided by law.

15 **1. NAME.** The name of the corporation is ROCKY BAYOU OWNERS ASSOCIATION,
16 INC. For convenience, the corporation shall be referred to in this instrument as the
17 “Association,” the Declaration of Covenants, Conditions, and Restrictions as “Declaration,”
18 these Articles of Incorporation as the “Articles,” and the Bylaws of the Association as the
19 “Bylaws.”

20 **2. PURPOSE.** The purpose for which the Association is organized is to serve as a
21 “Homeowners’ Association” as described in Section 720.301, Florida Statutes, including, but not
22 limited to, the power to operate, administer, and manage the Common Areas in accordance with
23 the Declaration and other Governing Documents, and to provide for the architectural control and
24 the administration and enforcement of covenants and restrictions applicable to the Parcels in
25 Rocky Bayou Country Club Estates.

26 **3. DEFINITIONS.** The terms used in these Articles shall have the same definitions and
27 meaning as those set forth in the Consolidated, Amended, and Restated Declaration of
28 Restrictive Covenants, and as subsequently amended (the “Declaration”), and as provided in the

1 Act (as defined in the Declaration), unless herein provided to the contrary, or unless the context
2 otherwise requires.

3 **4. POWERS.** The powers of the Association shall include the following:

4 **4.1 General.** The Association shall have all of the common law and statutory powers
5 of a corporation not for profit under the laws of Florida that are not in conflict with the
6 provisions of the Declaration, these Articles, or the Bylaws.

7 **4.2 Enumeration.** The Association shall have all the powers and duties set forth in
8 Chapters 617 and 720, Florida Statutes, as amended from time to time, except as they may be
9 limited by the Declaration, these Articles, and the Bylaws (all as they may be amended from time
10 to time), including, but not limited to, the following:

11 **4.2.1** To make and collect Assessments and other Charges against Members as
12 Owners of Parcels within Rocky Bayou Country Club Estates, and to use the proceeds thereof in
13 the exercise of its powers and duties.

14 **4.2.2** To buy, own, operate, lease, sell, license, and trade both real and personal
15 property and to grant easements and licenses as to same as may be necessary or convenient in the
16 administration of the Association.

17 **4.2.3** To maintain, repair, replace, reconstruct, add to, improve, and operate the
18 Common Areas and other property acquired or leased by the Association.

19 **4.2.4** To purchase insurance upon the Association's property and insurance for
20 the protection of the Association, and its Officers, Directors, and other persons or entities
21 deemed appropriate by the Association.

22 **4.2.5** To make and amend Rules and Regulations concerning the transfer, use,
23 appearance, maintenance, and occupancy of the Parcels, and the Common Areas, and to enact
24 rules, policies, and resolutions pertaining to the operation of the Association, subject to any
25 limitations contained in the Declaration.

26 **4.2.6** To enforce by legal means the provisions of the Declaration, these
27 Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

1 **4.2.7** To contract for the management of the Association and any facilities used
2 by the Owners, and to delegate to the party with whom such contract has been entered into all of
3 the powers and duties of the Association except those which require specific, non-delegable
4 approval of the Board of Directors or the membership of the Association.

5 **4.2.8** To employ personnel to perform the services required for proper operation
6 of the Association.

7 **4.2.9** To make contracts and incur liabilities, borrow money at such rates of
8 interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any
9 of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments,
10 Special Assessments, income, or rights.

11 **4.3 Association Property.** All funds and the titles of all properties acquired by the
12 Association and their proceeds shall be held for the benefit and use of the Members in
13 accordance with the provisions of the Declaration, these Articles, and the Bylaws.

14 **4.4 Distribution of Income.** The Association shall make no distribution of income to
15 its Members, Directors or Officers.

16 **4.5 Limitation.** The powers of the Association shall be subject to and shall be
17 exercised in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

18 **5. MEMBERS AND VOTING.** The qualification of Members, the manner of their
19 admission to membership and voting by Members shall be as follows:

20 **5.1 Members.** The membership of the Association shall be comprised of the Owner
21 Members. The Owner of every Parcel shall become an Owner Member upon recordation in the
22 Public Records of an instrument establishing the ownership by said Owner of such Parcel.

23 **5.2 Voting Rights.** Each Member shall possess one vote for any Parcel owned by
24 such Member.

25 **5.3** Each and every Member shall be entitled to the benefits of membership, and shall
26 be bound to abide by the provisions of the Governing Documents.

27 **6. TERM OF EXISTENCE.** The Association shall have perpetual existence.

1 **7. OFFICERS.** The affairs of the Association shall be administered by the Officers
2 designated in the Bylaws. The Officers shall be elected by the Board of Directors of the
3 Association at its first meeting following the annual meeting of the Members of the Association
4 and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the
5 removal from office of Officers, for filling vacancies, and for the duties of the Officers.

6 **8. DIRECTORS.**

7 **8.1 Number and Qualification.** The property, business and affairs of the Association
8 shall be managed by a Board consisting of the number of Directors determined by the Bylaws,
9 but which shall consist of not less than three (3) Directors.

10 **8.2 Duties and Powers.** All of the duties and powers of the Association existing
11 under the Declaration, these Articles, the Bylaws, and the Rules and Regulations (all as amended
12 from time to time) shall be exercised exclusively by or under the direction of the Board of
13 Directors, or as may be delegated to its Officers, agents, contractors or employees, subject only
14 to approval by Members when such approval is specifically required.

15 **8.3 Election; Removal.** Directors of the Association shall be elected at the annual
16 meeting of the Members in the manner determined by the Bylaws. Directors may be removed
17 and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

18 **9. BYLAWS.** The Bylaws of this corporation may be altered, amended or repealed in the
19 manner provided in the Bylaws.

20 **10. AMENDMENTS.** These Articles may be amended in the following manner:

21 **10.1 Proposal of Amendments.** An amendment may be proposed by the President of
22 the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

23 **10.2 Proposed Amendment Format.** Proposals to amend existing Articles of
24 Incorporation shall contain the full text of the article to be amended. New words shall be
25 underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive
26 that this procedure would hinder rather than assist understanding, a notation must be inserted
27 immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF
28 ARTICLES OF INCORPORATION. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

1 **10.3 Notice.** Written notice setting forth the proposed amendment or a summary of the
2 changes shall be included in the notice of any meeting at which a proposed amendment is to be
3 considered or in connection with documentation for action without a meeting.

4 **10.4 Adoption of Amendments.** A resolution for the adoption of a proposed
5 amendment may be adopted by a vote of at least two-thirds (2/3rds) of the Voting Interests of the
6 Association present (in person or by proxy) and voting at a duly noticed meeting at which a
7 quorum has been attained, or by the written agreement of two-thirds (2/3rds) of the entire Voting
8 Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable
9 law, conflicts between the Governing Documents, or if determined necessary and desirable by
10 the Board to comply with the requirements of the secondary mortgage market, may be executed
11 by the Officers of the Association, upon Board approval, without need for Association
12 membership vote. The Board may also adopt amendments necessary to comply with the
13 requirements of any governmental entity.

14 **10.5 Effective Date.** An amendment when adopted shall become effective after being
15 recorded in the Okaloosa County Public Records according to law and filed with the Secretary of
16 State according to law.

17 **10.6 Automatic Amendment.** These Articles shall be deemed amended, if necessary,
18 so as to make the same consistent with the provisions of the Declaration. Whenever the Act,
19 Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as
20 amended from time to time, are amended to impose procedural requirements less stringent than
21 set forth in these Articles, the Board may operate the Association pursuant to the less stringent
22 requirements without the need to change these Articles. The Board, without a vote of the
23 Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the
24 Board deems necessary to comply with such operational changes as may be enacted by future
25 amendments to Chapters 607, 617, and the Act, or such other statutes or administrative
26 regulations as required for the operation of the Association, all as amended from time to time.

27 **11. INDEMNIFICATION.**

28 **11.1 Indemnity.** The Association shall indemnify any Officer, Director, or Committee
29 member who was or is a party or is threatened to be made a party to any threatened, pending, or

1 contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative,
2 by reason of the fact that he is or was a Director, Officer, or Committee member of the
3 Association, against expenses (including attorneys' fees and appellate attorneys' fees),
4 judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in
5 connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction
6 finally determines, after all appeals have been exhausted or not pursued by the proposed
7 indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not
8 opposed to the best interest of the Association, and, with respect to any criminal action or
9 proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court
10 also determines specifically that indemnification should be denied. The termination of any
11 action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo*
12 *contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act
13 in good faith and in a manner which he reasonably believed to be in or not opposed to the best
14 interest of the Association, and with respect to any criminal action or proceeding, had reasonable
15 cause to believe that his conduct was unlawful. It is the intent of the membership of the
16 Association, by the adoption of this provision, to provide the most comprehensive
17 indemnification possible to their Officers, Directors, and Committee members as permitted by
18 Florida law. In the event of a settlement, the right to indemnification shall not apply unless the
19 Board of Directors approves such settlement as being in the best interest of the Association.

20 **11.2 Defense.** To the extent that a Director, Officer, or Committee member of the
21 Association has been successful on the merits or otherwise in defense of any action, suit, or
22 proceeding referred to in Article 11.1 above, or in defense of any claim, issue, or matter therein,
23 he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees)
24 actually and reasonably incurred by him in connection therewith.

25 **11.3 Advances.** Reasonable expenses incurred in defending a civil or criminal action,
26 suit, or proceeding shall be paid by the Association in advance of the final disposition of such
27 action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected
28 Director, Officer, or Committee member to repay such amount if it shall ultimately be
29 determined that he is not entitled to be indemnified by the Association as authorized by this

1 Article 11. However, if the Board, by majority vote, determines that the person seeking
2 advancement did not act in good faith or in a manner he reasonably believed to be in or not
3 opposed to the best interest of the Association, and, with respect to any criminal action or
4 proceeding, that he had reasonable cause to believe his conduct was unlawful, the Association
5 shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject
6 action.

7 **11.4 Miscellaneous.** The indemnification provided by this Article 11 shall not be
8 deemed exclusive of any other rights to which those seeking indemnification may be entitled
9 under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person
10 who has ceased to be a Director, Officer, or Committee member and shall inure to the benefit of
11 the heirs and personal representatives of such person.

12 **11.5 Insurance.** The Association shall have the power to purchase and maintain
13 insurance on behalf of any person who is or was a Director, Officer, Committee member,
14 employee, or agent of the Association, or a Director, Officer, employee, or agent of another
15 corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted
16 against him and incurred by him in any such capacity, or arising out of his status as such,
17 whether or not the Association would have the duty to indemnify him against such liability under
18 the provisions of this Article.