



State of Rhode Island and Providence Plantations
 Department of State - Business Services Division

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 CORPORATION
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Articles of Incorporation
 DOMESTIC Non-Profit Corporation

→ Filing Fee: \$35.00

The undersigned, acting as incorporator(s) of a corporation under RIGL 7-6-34, adopt(s) the following Articles of Incorporation for such corporation:

1. The name of the corporation is: SAKONNET BLUFFS HOMEOWNERS ASSOCIATION, INC.	2018 MAR -1 AM 11:07 RECEIVED SECRETARY OF STATE CORPORATION
2. The period of its duration is: CHECK ONLY ONE BOX <input checked="" type="checkbox"/> Perpetual (on-going) <input type="checkbox"/> Date certain for dissolution _____	
3. The specific purpose or purposes for which the corporation is organized are: Homeowner assocaition for a residential subdivision in Portsmouth, Rhode Island known as Sakonnet Bluffs. The Association will own, manage, maintain and control common areas/open space, a private road, storm water system and other easement areas on or adjacent to the subdivision. It will enforce and maintain restrictive covenants and and other restrictions of the subdivision.	
Check the box to indicate an attachment. <input type="checkbox"/>	
4. Provisions, if any, not inconsistent with the law, which the incorporators elect to set forth in these articles of incorporation for the regulation of the internal affairs of the corporation are: All lot owners in the subdivision shall be members of the Association.	
Check the box to indicate an attachment. <input type="checkbox"/>	
5. Name and address of the initial registered agent/office in Rhode Island is:	
Name Bruce A. Vanicek	
Street Address (NOT a P.O. Box) 736 East Main Road	
City Middletown	State RHODE ISLAND
Zip Code 02840	

MAIL TO:
 Division of Business Services
 148 W. River Street, Providence, Rhode Island 02904-2615
 Phone: (401) 222-3040
 Website: www.sos.ri.gov

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6. The number of the initial Board of Directors of the Corporation is 3 (not less than 3 directors) and the names and address of the persons who are to serve as the initial directors are:

NAME	ADDRESS
Bruce A. Vanicek	736 East Main Road, Middletown, RI 02842
Kelly L. Vanicek	201 Harris Avenue, Portsmouth, RI 02871
Eric P. Chappell	171 Chase Road, Portsmouth, RI 02871

Check the box to indicate an attachment.

7. The name and address of each incorporator is:

NAME	ADDRESS
Bruce A. Vanicek	736 East Man Road, Middletown, RI 02842

Check the box to indicate an attachment.

8. Date when these articles will be effective: **CHECK ONLY ONE BOX**

- Date received (Upon filing)
- Later effective date (Date must be no more than 30 days from the day of filing) _____

Under penalty of perjury, I/we declare and affirm that I/we have examined these Articles of Incorporation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Name of Incorporator Bruce A. Vanicek	Date 2/19/18
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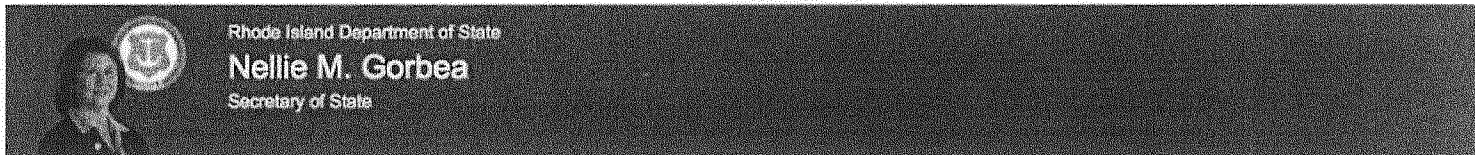
Signature of Incorporator 	SIGN DOCUMENT HERE
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Type or Print Name of Incorporator	Date
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Signature of Incorporator	SIGN DOCUMENT HERE
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Type or Print Name of Incorporator	Date
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Signature of Incorporator	SIGN DOCUMENT HERE
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Entity Summary

ID Number: 001682018

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Summary for: **SAKONNET BLUFFS HOMEOWNERS ASSOCIATION, INC.**

The exact name of the Domestic Non-Profit Corporation: SAKONNET BLUFFS HOMEOWNERS ASSOCIATION, INC.		
Entity type: Domestic Non-Profit Corporation		
Identification Number: 001682018		
Date of Incorporation in Rhode Island: 03-01-2018		Effective Date: 03-01-2018
The location of the Principal Office:		
Address:		
City or Town, State, Zip, Country:		
Agent Resigned: N		Address Maintained: Y
The name and address of the Registered Agent:		
Name: BRUCE A. VANICEK		
Address: 736 EAST MAIN ROAD		
City or Town, State, Zip, Country: MIDDLETOWN, RI 02840 USA		
The Officers and Directors of the Corporation:		
Title	Individual Name	Address
INCORPORATOR	BRUCE A VANICEK	736 EAST MAIN ROAD MIDDLETOWN, RI 02842 USA
DIRECTOR	BRUCE A VANICEK	736 EAST MAIN ROAD MIDDLETOWN, RI 02842 USA
DIRECTOR	KELLY L VANICEK	201 HARRIS AVENUE PORTSMOUTH, RI 02871 USA
DIRECTOR	ERIC P CHAPPELL	171 CHASE ROAD PORTSMOUTH, RI 02871 USA
Purpose:		
HOMEOWNER ASSOCIATION		
North American Industry Classification System Code(NAICS):		
View filings for this business entity:		
ALL FILINGS Annual Report Annual Report - Amended Annual Report - Reinstatement Annual Reports - Prior to 2006		
Click here to access 2006 and 2007 annual reports filed prior to July 25, 2007. The corporate ID is required.		
View filings		

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BYLAWS
SAKONNET BLUFFS HOMEOWNERS ASSOCIATION, INC.

These Bylaws have been adopted as of the 1st day of Mar 2018, by the Sakonnet Bluffs Homeowners Association, Inc., a Rhode Island non-profit corporation ("Association") These Bylaws shall continue to apply if the corporation becomes an unincorporated association.

ARTICLE I
ASSOCIATION MEMBERS: MEETINGS

Section 1. Members and Voting Rights. Each owner of a numbered subdivision lot described in the "Sakonnet Bluffs Subdivision", on that plat(s) recorded in the Town of Portsmouth, Rhode Island Land Evidence Records, shall be a member of the Association. The membership of the Association shall consist of all of the owners of such numbered lots. Each owner shall be entitled to one vote for each lot (hereinafter referred to as the "Lot") owned by him/her/it, but there shall be only one vote allowed per Lot. There shall be one person with respect to each Lot who shall be entitled to vote at any meeting of the Association. Such person shall be known as the "voting member." The voting member shall be selected by agreement of the owners of the affected Lot, or by the Association if no agreement is reached among the owners of the individual Lot. If any Lot is merged with another Lot, the votes for that combined Lot shall be reduced. By way of example if two Lots are merged, the resulting merged Lot shall have one vote. Similarly, if three Lots are merged into one, there will be one vote for the merged Lot. Should the merged Lot subsequently be re-subdivided, any newly created lot will be considered a Lot and will have a vote.

Section 2. Transfer of Membership. No stock shall be issued by the Corporation. Membership in the Association may be transferred only as an incident to the transfer of title to a Lot as and in the manner provided for by these By-Laws, and, upon compliance with all of the terms thereof, transfer of membership shall become effective if made in accordance with the foregoing, upon the recordation of a deed of conveyance to the said Lot, or upon the passing of legal ownership if transfer of ownership is accomplished other than by deed of conveyance.

Section 3. Annual Meeting. The first annual meeting of the Association shall be held on the 1st day of Mar 2020. An annual meeting shall be held each year thereafter, on a date established by the Board of Directors. Should no contrary date be established, and notification given, the annual meeting shall be on the 1st business day of the month of June each year. The location of the meeting shall be at a designated location within the Sakonnet Bluffs development unless the Association shall specify a different location in the Town of Portsmouth in writing to the Lot owners. Voting by proxy shall be allowed. A quorum for any Association member meeting, regular or special, shall be twenty percent (20%) of the Lots whether the same shall be present in person or by proxy but not less than the owners of at least three (3) Lots. Regular or special, shall be twenty percent (20%) of the Lots whether the same shall be present in person or by proxy.

Section 4. Special Meeting. A special meeting of the Lot owners may be called at any time by the President or by a majority of the Board of Directors, and shall be held at such place as is designated by the President or a majority of the Board of Directors, and stated in a written notice. No special meeting shall be called unless the Secretary of the Association shall have mailed to or served upon all of the Lot owners written notice of the said meeting at least twenty (20) days prior to the date of the meeting. All notices shall be mailed to or served at the address of each Lot owner as it appears on the books of the Association. Notice by electronic mail to an e-mail address supplied by a Unit owner to the Secretary of the Association is sufficient notice.

ARTICLE II - DIRECTORS

Section 1. Directors. The initial number of directors of the Association shall be three (3). The number of directors of the Association may increase to five (5) to be determined by the members.

Section 2. Selection. The directors named in the charter of this Association shall serve until the first annual meeting of the Association. Beginning with the first annual meeting of the Association, all directors, shall be selected by vote of the Lot owners. Cumulative voting shall not be allowed. All directors selected by election shall be elected for two (2) year terms. At the first annual meeting of the Association, the Lot owners shall elect three (3) directors. All directors elected by the Association membership shall be owners of Lots. Directors may be re-elected. The Association may agree to have staggered terms such that all Directors' terms do not expire on the same day.

Section 3. Removal and Vacancies. Directors elected at an annual meeting may be removed at any time upon affirmative vote of a majority of the Lots entitled to vote, with or without cause. In the event of any removal, resignation or vacancy in any of the directorships, the remaining members of the Board of Directors shall elect a person to serve as a successor to the removed, resigned or vacant office, who shall hold office for the balance of the unexpired term, and shall succeed to a membership in the Board of Directors for the same term. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors, and such election shall be subject to the requirements of Section 2 above.

Section 4. Annual Meetings. The annual meeting of the Board of Directors shall be held at such place as may be agreed upon by the Board of Directors, and shall be held immediately following the adjournment of the annual meeting of the Lot owners in the Town of Portsmouth.

The Board of Directors may establish a schedule of regular meetings to be held at such place as the Board of Directors may designate, in which event no notice shall be required to be sent to the said Board of Directors of said regular meetings once said schedule has been adopted.

Section 5. Special Meetings. Special Meetings of the Board of Directors may be called by the President, and in his/her absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving three (3) days notice, in writing, (including electronic mail) or by telephone call, to all of the members of the Board of Directors of the time and place of said

meeting, said notice to be served on each member of the Board of Directors by the Secretary of the Association. By unanimous consent of the Board of Directors, a special meeting of the Board of Directors may be held without notice at any time or place. All notices of special meetings shall state the purpose of the meeting.

Section 6. Quorum. A quorum for the transaction of business at any regular or special meeting of the Board of Directors shall consist of a majority of the members of the Board. Board members may participate by phone. A majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time, provided that written notice of the new time, date and place shall be mailed to or personally served on each member of the Board of Directors by the Secretary of the Association at least five (5) days prior to the time fixed for said meeting.

Section 7. Compensation. The officers and directors of the Association shall serve without compensation solely for holding such office.

ARTICLE III. OFFICERS: POWERS AND DUTIES

Section 1. The President. He/she shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Lot owners and of the Board of Directors. He/she shall have executive powers and general supervision over the affairs of the Association and other officers. He/she shall sign all written contracts of the Association and shall perform and have the powers necessary to perform all of the duties incident to this office and that may be delegated to him/her from time to time by the Board of Directors.

Section 2. The Vice-President. He/she shall perform all of the duties of the President in his/her absence and such other duties as may be required of him/her from time to time by the Board of Directors.

Section 3. The Secretary-Treasurer.

(a) He/she shall issue notices of all Board of Directors meetings and all meetings of the Lot owners; he/she shall attend and keep the minutes of the same; he/she shall have charge of all of the Association's books, records and papers.

(b) He/she shall have the custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and he/she shall deposit all monies in the name and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

(c) He/she shall disburse the funds of the Association as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meeting of the Board of Directors,

or whenever they may require it, an account of all of his/her transactions as Treasurer and of the financial condition of the Association.

(d) He/she shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(e) He/she shall also give status reports or assessment lien releases to potential transferees, on which reports the transferees may rely.

Section 4. The Secretary-Treasurer. The office of the Secretary-Treasurer may be divided between two individuals, one Secretary and one Treasurer.

Section 5. Manager/adviser. If the Association elects to hire a manager or adviser, (including legal or financial) any or all of the duties set out herein may be transferred to such manager or adviser, upon proper supervision and safeguards by the officers. These duties may only be transferred with the authorization and approval of the Board of Directors. However, the Association may not delegate to the manager the authority to borrow money or to sign conveyances.

Section 6. Selection of Officers. The officers shall be selected by the Board of Directors at the annual meeting of the directors. Each officer shall serve at the pleasure of the Board of Directors.

ARTICLE IV. POWERS OF THE ASSOCIATION

The Association, acting through the Board of Directors, shall have the following powers:

Section 1. Declaration of Restrictions, Covenants, Conditions and Easements for Stormwater Management System for Sakonnet Bluffs Subdivision. (hereafter "Easements and Restrictions") All of the powers specifically set forth in the Easements and Restrictions as established for the subdivision and all of the powers incidental thereto.

Section 2. By-Laws. All of the powers specifically set forth in these By-Laws and all of the powers incidental thereto.

Section 3. Declaration of Restrictions and Protective Covenants Governing Subdivision of Land of Sakonnet Bluffs, (hereafter "Protective Covenants"). All the powers specifically set forth in the Restrictions and Covenants and all of the powers incidental thereto.

Section 4. Miscellaneous Powers.

(a) to use and expend the assessments collected to carry out the purposes and powers of the Association.

(b) to employ attorneys, accountants and other professionals as the need arises.

(c) to employ and terminate the employment of workmen, contractors, managers/advisors and such other agents and employees to carry out the powers of the Association, and to purchase supplies and equipment therefor.

ARTICLE V. FINANCE AND ASSESSMENTS.

Section 1. Depository. The funds of the Association shall be deposited in a bank designated by the Board of Directors, in an account for the Association under resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by any designated officer(s) or agent (s.) of the Association. All notes of the Association shall be signed by any two of the officers of the Association.

Section 2. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 3. Determination of Assessments.

(a) As more fully set out in the Easements and Restrictions and Declaration of Restrictions, the Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Association. Common expenses shall include expenses described in the Easements and Restrictions and Protective Covenants required to be expended on the Storm Water systems, private road, gates and open space Lot and enforcement of their provisions. Expenses shall also include the maintenance and repairs of any water lines servicing the Subdivision as may be required by the Portsmouth Water and Fire District on the private road within the Subdivision. Common expenses shall also include expenses for the maintenance, repair, or replacement of any signage, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, and any other expenses designated as common expense from time to time by the Board of Directors of the Association, and as allowed by the Easements and Restrictions, Protective Covenants and these Bylaws. Provided however, there shall be no special assessments until the earlier of two (2) years from the recording the Sakonnet Bluffs Plat or when the Developer has sold fifty (50%) of the Lots in the Subdivision.

The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments. Said assessments shall be payable monthly or quarterly or annually, in advance, as ordered by the Board of Directors.

(b) When the Board of Directors has determined the amount of any special assessment, the Secretary-Treasurer of the Association shall mail or present a statement of the assessment to each of the Lot owners. All assessments shall be payable to the Association in care of the Secretary-Treasurer of the Association, or as otherwise directed from time to time by the Association.

(c) The Board of Directors, in preparing its annual budget, is expressly authorized to establish a capital improvement and repair fund for utilization by the Association in the maintenance, improvement, and repair of the common properties or properties it maintains. Special assessments may be for any purposes, including capital improvements or repairs, to the extent adopted in accordance with the procedures set out in the Easements and Restrictions and Protective Covenants.

(d) The Board of Directors shall provide a copy of the annual budget of the Association to each Lot owner no later than the end of the first month of each fiscal year of the Association. No owner approval of said budget shall be required.

Section 4. Delinquent Assessments. In the event an assessment is not paid within thirty (30) days of the date it is due and payable, the Association, through its Board-of Directors, may proceed to enforce and collect the said assessment, plus interest at the Rhode Island judgment rate of interest per annum against the Lot owner owning the same in any manner allowed by Rhode Island law, or as allowed by the Easements and Restrictions, Protective Covenants or these By-Laws.

Section 5. Collection and Enforcement. - In connection with any assessment, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Easements and Restrictions, Protective Covenants and Rhode Island law concerning collection and enforcement. Further, in this connection, each Lot owner shall be liable for his/her/its assessment in the same manner provided for by the Easements and Restrictions and Protective Covenants and shall likewise be responsible for reasonable attorney's fees, interest and costs incurred by the Association incident to the collection of such assessment or enforcement of any lien held by the Association for unpaid assessments.

Section 6. Special Assessments. The Association shall have the right to levy special assessments as set out in the Easements and Restrictions and Protective Covenants.

ARTICLE VI. VIOLATIONS.

In the event of a violation, other than the nonpayment of an assessment, by a Lot owner of any of the provisions of the Easements and Restrictions, Protective Covenants, these By-Laws or any other rules of the Association, the Association, by direction of its Board of Directors, may notify the Lot owner of such by written notice, sent registered or certified mail, return receipt requested, and if such violation shall continue for a period of twenty (20) days from the date of such notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Easements and Restrictions, the Protective Covenants, the By-Laws, or the rules of the Association, as the case may be, and the Association may then, at its option, have the following elections: (1) an action at law to recover for damages on behalf of the Association or on behalf of the other Lot owners/ (ii) an action in equity to enforce performance on the part of the Lot owner; or (iii) an action in equity for such equitable

relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the Association to maintain such an action at law or in equity within 45 days from date of a written request, signed by a Lot owner, sent to the Board of Directors, shall authorize any Lot owner to bring an action in equity or suit at law on account of the violation, in the manner provided for by Rhode Island law. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter.

ARTICLE VII. NOTICE.

Except as otherwise provided herein, whenever notices are required to be sent hereunder, the same shall be sent to the Lot owners by the U.S. Mail, at their place of residence as listed with the Association. All notices to the Association shall be sent to the mailing address designated by the Board of Directors as their address for notices. All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice to him/her or it by written notice, in accordance with the terms and provisions of this Article. Each Lot owner shall keep on record with the Association a current mailing address and shall notify the Association of any changes therein. Electronic mail shall be permitted if so listed with the Association.

ARTICLE VIII. AMENDMENTS TO BY-LAWS.

These By-Laws may be amended by the vote of the Lot Owners entitled to cast votes in accordance with the provisions of these Bylaws.

ARTICLE XI. INDEMNIFICATION

Any person who at any time serves or has served as a director, officer, employee or agent of the Association, or in such capacity at the request of the Association for any other association, partnership, joint venture, trust or other enterprise, shall have a right to be indemnified by the Association to the fullest extent permitted by law against (a) reasonable expenses, including attorney fees, actually and necessarily incurred by him/her in connection with any threatened or pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the Association, seeking to hold him/her liable by reason of the fact that he/she is or was acting in such capacity, and (b) reasonable payments made by him/her in satisfaction of any judgment, money decree, fine, penalty, or settlement for which he may become liable in any such action, suit or proceeding.

The Board of Directors of the Association shall take all such action as may be necessary and appropriate to authorize the Association to pay the indemnification required by these By-Laws, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him/her and giving notice to, and obtaining approval of, the members of the Association.

Any person who at any time after the adoption of these By-Laws serves or has served in any of the aforesaid capacities for or on behalf of the Association shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and

shall not be exclusive of any other rights to which such person may be entitled apart from the provisions of these By-Laws.

The Association shall have authority to assess the members of the Association, in the manner of a special assessment, to collect monies necessary to carry out its obligations in accordance with the indemnity provisions of this Article. Such assessment may be made, however, without vote of the members as is required for other special assessments, as the payment of such obligation is an obligatory, and not optional, payment of the Association.

APPROVED AND DECLARED AS BY-LAWS OF SAKONNET BLUFFS HOMEOWNERS ASSOCIATION, INC.



Secretary