

721813

(Requestor's Name)

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(City/State/Zip/Phone #)

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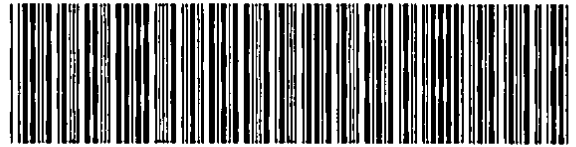
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C. MCNAIR

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C. MCNAIR



# ICARD MERRILL

ATTORNEYS & COUNSELORS

Telese Brown McKay  
Community Association Law  
Circuit Certified Mediator

March 4, 2019

Via: U.S. Mail

2033 Main Street  
Suite 600  
Sarasota, FL 34237  
Direct: 941.953.8118  
Office: 941.366.8100  
Fax: 941.366.6384  
tmckay@icardmerrill.com

icardmerrill.com

Ms. Cheryl McNair  
Department of State  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Re: Forest Pines Association, Inc. (Document #721813) /  
Amended & Restated Articles of Incorporation**

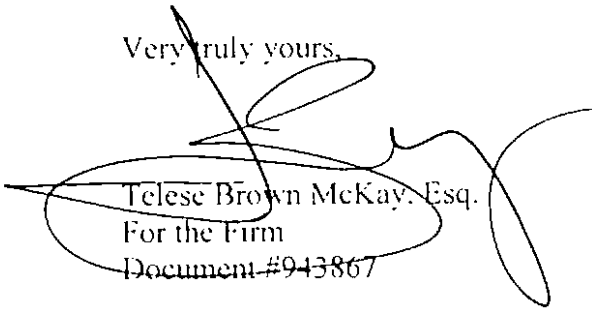
Dear Ms. McNair:

Enclosed please find the Amended and Restated Articles of Incorporation for Forest Pines Association, Inc. ("Association"), which was incorporated on September 30, 1971. Our office received your letter number 419A00003809 dated February 22, 2019 advising that you would not file the enclosed Amended and Restated Articles of Incorporation because the Articles of Amendment form is not the correct form.

In your conversation with my paralegal on March 1, 2019, you advised that we should resubmit the Amended and Restated Articles of Incorporation along with page 4 of the Articles of Amendment form and you would file the Amended and Restated Articles of Incorporation and return to it our office along with a Certificate of Status. You also advised that our check for \$52.50 has already been deposited and is a credit to the Association for this filing. Additionally, we have enclosed an extra copy of the Amended and Restated Articles of Incorporation to be certified and returned to our office.

If you have any questions regarding this matter, please do not hesitate to contact us at your earliest convenience.

Very truly yours,

  
Telese Brown McKay, Esq.  
For the Firm  
Document #943867

Enclosures: 3

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RECEIVED  
DIVISION OF CORPORATIONS  
STATE OF FLORIDA

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**  
**OF**  
**FOREST PINES ASSOCIATION, INC.**  
**A Corporation Not-for-Profit**

*[Substantial Rewording of the Articles of Incorporation.  
See original Articles of Incorporation for present text.]*

**ARTICLE I**  
**NAME AND IDENTITY**

These Articles of Incorporation are for Forest Pines Association, Inc., a corporation not-for-profit organized and existing under Chapters 617 and 718 of the Florida Statutes, hereinafter called the "Association."

**ARTICLE II**  
**PURPOSES AND POWERS**

**2.1 Purpose.** The purpose for which the Association is formed is to provide an entity pursuant to the Condominium Act for the operation of Forest Pines, a Condominium (the "Condominium") as a governing association and the managing entity within the meaning of Florida Statutes Chapter 718, as amended from time to time (the "Condominium Act") in accordance with the Amended and Restated Declaration of Condominium thereof, duly recorded or to be recorded in the Public Records of Sarasota County, Florida, as it may lawfully be amended and/or supplemented from time to time (the "Declaration"), and its exhibits thereto, as they may be lawfully amended and/or supplemented from time to time (collectively the "Condominium Documents").

**2.2 Association Powers and Duties.** The Association shall have all of the common law and statutory powers of a corporation not-for-profit, including all the powers and duties reasonably necessary or convenient to operate the Condominium and act as its managing entity pursuant to the Condominium Documents except as expressly limited or modified by these Articles of Incorporation, the Condominium Documents or the Condominium Act, as they may hereafter be amended, including but not limited to the following specific powers and duties:

- (a) To levy, collect and enforce Assessments against Members of the Association to defray the cost, expenses and losses of the Condominium, and to use the proceeds of Assessments in exercising the Association's powers and performing its duties.
- (b) To protect, maintain, repair, replace and operate the Condominium Property.
- (c) To purchase insurance upon the Condominium Property for the protection of the Association and its Members.
- (d) To enforce by legal means the provisions of the Condominium Act, the Condominium Documents, and any Rules and Regulations promulgated by the Board of Administration.

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- (e) To grant, relocate or modify easements affecting or relating to the Common Elements and/or Association Property or otherwise, as may be not inconsistent with the Condominium Documents, upon approval of the Board of Administration.
- (f) To enter contracts for the management or maintenance of the Condominium Property, and any other property of the Association, and to delegate any powers and duties of the Association in connection therewith, except such powers or duties as may be expressly required by the Condominium Documents or by applicable law to be exercised by the Board or the Members.
- (g) To employ personnel, including accountants, architects, attorneys, appraisers, surveyors, engineers and other professional personnel, to furnish services required for the operation of the Condominium.
- (h) To borrow money, if reasonably necessary, to carry out the other powers and duties of the Association.
- (i) To adopt, amend and enforce reasonable Rules and Regulations governing the use of the Units, Common Elements, common areas, recreational facilities and Condominium Property generally, as well as the operation of the Association.
- (j) To enter into agreements, or acquire leaseholds, memberships and other ownership or use interests in land or facilities, if they are intended to provide enjoyment, recreation or other use or benefit to the Owners of the Units.
- (k) To reconstruct improvements after casualty, and to further improve the Condominium Property.
- (l) To sue and be sued, and to settle any lawsuits as the Board of Administration deems appropriate.
- (m) To acquire, own, hold, improve, maintain, repair, replace, convey, sell, lease, transfer and otherwise dispose of property of any kind or nature.
- (n) To exercise such other power and authority to do and perform every act or thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein, and as permitted by the applicable laws of the State of Florida and consistent with the Condominium Documents.

**2.3 Emergency Powers.** In the event of any emergency as defined in Section (g) below, the Board of Administration may exercise the following emergency powers and any other emergency powers allowed by law, including but not limited to, those powers set forth in Florida Statutes 617.0207 and 617.0303, as amended from time to time:

- (a) The Board may name as assistant Officers persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they assist during the period of the emergency, to accommodate the incapacity of any Officer of the Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize Officers to do so.
- (c) During any emergency, the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency to further the affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any Officer, Director or employee of the Association acting with a reasonable belief that his/her actions are necessary and lawful in accordance with this Section shall incur no liability for doing so, except in the case of willful misconduct.
- (f) This emergency Section shall supersede any inconsistent or contrary provisions of the Governing Documents during the period of the emergency.
- (g) For purposes of this Section only, an "emergency" exists during a period of time that the community, or the immediate geographic area in which the community is located, is subject to:
  - i. a state of emergency declared by local civil or law enforcement authorities;
  - ii. a hurricane warning;
  - iii. a partial or complete evacuation order;
  - iv. federal or state disaster area status; or,
  - v. a catastrophic occurrence, whether natural or manmade, which seriously damages, or threatens to seriously damage, the physical existence of the Units or improvements within the community, such as a hurricane, earthquake, tidal wave, tornado, fire, war, civil unrest or act of terrorism.

### **ARTICLE III**

#### **INCOME DISTRIBUTION**

No part of the income of the Association shall be distributable to its Members, except as Common Surplus or compensation for services rendered.

### **ARTICLE IV**

#### **TERM**

The period of duration of the Association is perpetual.

### **ARTICLE V**

#### **MEMBERSHIP**

**5.1 Members.** The Members of the Association are all Owners of record legal title to one (1) or more Units in the Condominium, as more fully set out in the Condominium Documents. In the event that a Unit is owned by a legal entity, trust or concept other than a natural person, the officer, director or other representative so designated in writing shall exercise its membership rights.

**5.2 Membership Privileges.** The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to the Unit. Each Member shall have such rights and privileges, and be subject to such duties, obligations and restrictions, including restrictions governing the transfer of membership, as are set forth in the Condominium Documents. Each Member shall have such Voting Interests as may be provided in the Condominium Documents.

### **ARTICLE VI**

#### **BOARD OF ADMINISTRATION**

The affairs of the Association shall be administered by a Board of Administration. Provisions regarding the qualification, election, term, removal and resignation of Directors shall be set forth in the Association's Bylaws.

### **ARTICLE VII**

#### **OFFICERS**

The Officers of the Association shall consist of a President, Vice President, Secretary, Treasurer and such additional Officers as the Board of Administration may deem necessary or appropriate from time to time. Officers serve at the pleasure of the Board. Provisions regarding the qualifications, election, term, removal and resignation of Officers shall be set forth in the Association's Bylaws.

## **ARTICLE VIII** **BYLAWS**

The Bylaws of the Association are recorded as an Exhibit to the Declaration and may be altered, amended or repealed in the manner provided therein.

## **ARTICLE IX** **INDEMNIFICATION**

To the extent permitted by law, the Association shall indemnify and hold harmless every Director, Officer, Committee member and agent of the Association (collectively "Indemnified Party") against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred or imposed in connection with any legal proceeding, or settlement or appeal of such proceeding to which the Indemnified Party may be made a party because of being or having been, a Director, Officer, Committee Member or agent of the Association. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected Director, Officer, Committee member or agent of the Association to repay such amount. However, any amounts advanced must be repaid to the Association if a judgment or other final adjudication establishes that the actions or omissions to act of such Indemnified Party were material to the cause adjudicated and involved a breach of fiduciary duty or failure to discharge his/her duties in good faith pursuant to the provisions of Florida Statutes Section 718.111(1), as amended from time to time.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approves the settlement as being in the best interests of the Association. The foregoing right to indemnification shall be in addition to, and not exclusive of, all the rights to which a Director or Officer may be entitled.

## **ARTICLE X** **AMENDMENTS**

Amendments to these Articles may be adopted as follows:

**10.1 Proposal and Approval.** Amendments to the Articles of Incorporation may be proposed by a majority of the Board, or upon written petition to the Board signed by Owners of not fewer than twenty (20%) percent of the Voting Interests. Except as otherwise provided by law, a proposed amendment to these Articles of Incorporation shall be adopted if approved by a majority of the total Voting Interests of the Association, or if approved in writing by a majority of the total Voting Interests without a meeting, provided that notice of any proposed amendment has been given to the Members and that the notice contains the text of the proposed amendment.

**10.2 Recording Amendments.** An amendment which is duly adopted pursuant to this Article shall be effective upon the filing with the Florida Department of State and subsequently recording a certified copy thereof in the Public Records of Sarasota County, Florida.

**ARTICLE XI**  
**REGISTERED OFFICE AND AGENT**

The address of the registered agent of the Association shall be established on the annual Uniform Business Report filed with the State of Florida but may change from time to time as determined by the Board of Administration.

**[SEE CERTIFICATE OF AMENDMENT FOR SIGNATURE PAGE]**

The date of each amendment(s) adoption: May 31, 2018 if other than date this document was signed.

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

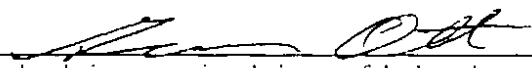
**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 1/17/2019

Signature   
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

GLENN OTT  
(Typed or printed name of person signing)

PRESIDENT  
(Title of person signing)