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JUL 29 2019



Kevin T. Wells, Esq.
Paul E. Olah, Jr., Esq.



Attorneys at Law

A Professional Association

Michael W. Cochran
Jackson C. Krack
Joseph A. Guglielmo
Brett M. Sarason

May 20, 2019

Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Certificate of Amendment
Wildewood Springs II-B Condominium Association, Inc.

Dear Sir or Madam:

Please file the enclosed original Amendments to the Articles of Incorporation for the above-referenced corporation. Also enclosed is a check from the Association in the amount of \$43.75 for the filing fee and certified copy fee. Please return a **certified copy** to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

LAW OFFICES OF WELLS | OLAH, P.A.

Brett M. Sarason, Esq.

BMS/elp
Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 25, 2019

LAW OFFICES OF WELL OLAH
1800 2 ST STE 808
SARASOTA, FL 34236

SUBJECT: WILDEWOOD SPRINGS II-B CONDOMINIUM ASSOCIATION, INC.
Ref. Number: 749312

We have received your document for WILDEWOOD SPRINGS II-B CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

You failed to make the correction(s) requested in our previous letter.

The registered agent must sign accepting the designation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Tracy L Lemieux
Regulatory Specialist II

Letter Number: 019A00012878.

2019 JUL -8 PM 12:16

Prepared by and return to:
Brett M. Sarason, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191

2019 JUL 8 3:19

**AMENDMENTS TO
ARTICLES OF INCORPORATION**

**WILDEWOOD SPRINGS II-B CONDOMINIUM ASSOCIATION, INC.
A Florida Not For Profit Corporation**

We hereby certify that the attached amendments to the Articles of Incorporation of WILDEWOOD SPRINGS II-B CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida corporation not-for-profit, were duly adopted by not less than 65% of the entire membership of the Association as required by Article 8.1 of the Articles of Incorporation at the Annual Membership Meeting of the Association held on April 10, 2019. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and by Florida law.

DATED this 30 day of April, 2019.

Signed, sealed and delivered:
in the presence of:

sign

print

sign

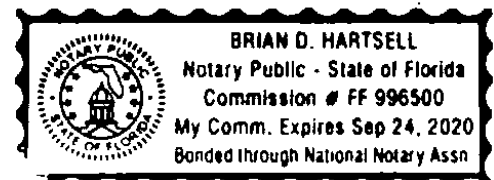
print

**WILDEWOOD SPRINGS II-B
CONDOMINIUM ASSOCIATION, INC.**

By

Andrea Glassman, President

[Corporate Seal]



STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 30 day of April, 2019, by Andrea Glassman as President of Wildewood Springs II-B Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced personally known as identification.

My commission expires:
SEPTEMBER 24, 2020

NOTARY PUBLIC

sign

print

State of Florida at Large (Seal)

AMENDMENTS TO
ARTICLES OF INCORPORATION
OF
WILDEWOOD SPRINGS II-B CONDOMINIUM ASSOCIATION, INC.

A Corporation Not for Profit

*[Substantial rewording of Articles of Incorporation.
See existing Articles of Incorporation for present text.]*

The Members of WILDEWOOD SPRINGS II-B CONDOMINIUM ASSOCIATION, INC. (the "Association") adopt these Second Amended and Restated Articles of Incorporation. These Second Amended and Restated Articles of Incorporation replace and supersede the original Articles of Incorporation and all previous amendments thereto. The original DECLARATION OF CONDOMINIUM WILDEWOOD SPRINGS IIB CONDOMINIUM was recorded at Official Records Book 954, Page 1798 et seq. in the Public Records of Manatee County, Florida ("Original Declaration").

The terms used in these Articles of Incorporation shall have the meanings as stated in the Declaration of Condominium, and the Florida Condominium Act, unless the context otherwise requires.

ARTICLE I.
NAME OF ASSOCIATION

The name of the corporation shall be "WILDEWOOD SPRINGS II-B CONDOMINIUM ASSOCIATION, INC." For convenience the corporation shall herein be referred to as the "Association."

ARTICLE II.
PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The principal place of business and mailing address of this Corporation shall be 4134 Gulf of Mexico Drive, Suite 203, Longboat Key, Florida 34228. The Association's Board of Directors (the "Board" or "Board of Directors") may change the location of the principal office and mailing address from time to time in the manner provided by law.

ARTICLE III.
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act") and Chapter 617, Florida Statutes (the "Florida Not For Profit Corporation Act") for the operation and administration of WILDEWOOD SPRINGS IIB CONDOMINIUM, and all the real property contained therein (the "Condominium Property") located in Manatee County, Florida.

ARTICLE IV.
POWERS

4.1 Common Law and Statutory Powers: The Association shall have all of the common law and statutory powers of a corporation not for profit (Chapter 617, Florida Statutes), and the powers and duties of an association as set forth in the Declaration and Bylaws, if not inconsistent with Chapter 718, Florida Statutes "Condominium Act", all as subsequently amended from time to time.

4.2 Specific Powers: The Association shall have all of the powers and duties set forth in the Condominium Act of the State of Florida (Chapter 718, Florida Statutes), and Chapter 617, Florida Statutes, including all the powers and duties reasonably necessary to maintain, manage, and operate the Condominium pursuant to such Declaration, as it may be amended from time to time, including but not limited to the following:

- a. To make, amend, and collect regular and special Assessments against Members as Unit owners to defray the cost, common expenses, and losses of the Association and to make charges against Members as Unit owners for unpaid fines or for maintenance or repair which is the responsibility of the Unit owner.
- b. To use the proceeds of Assessments in the exercise of its powers and duties.
- c. To maintain, repair, alter, replace, improve, administer, lease, and operate the Condominium Property which shall include the irrevocable right to access to each Unit from time to time during reasonable hours as may be necessary for such inspection, maintenance, repair or replacement of any of the common elements therein, or accessible therein or therefrom, or for making an emergency repair therein, that may be necessary to prevent damage to the common elements, or to another Unit or Units, and to maintain and repair Units where authorized by the Declaration of Condominium.
- d. To purchase insurance upon the Condominium Property, and insurance for the protection of the Association, directors, officers, and its Members as Unit owners.
- e. To reconstruct the improvements after casualty and to further improve the Condominium Property, and to reconstruct improvements to Units in accordance with the Declaration of Condominium.
- f. To adopt and amend reasonable Rules and Regulations governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association.
- g. To approve or disapprove the transfer, ownership and leasehold of Units in the Condominium, as provided by the Declaration of Condominium and the Bylaws of the Association.
- h. To enforce by all legal and equitable means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations.
- i. To levy one or more fines for violation(s) of the Rules and Regulations, or violations of the provisions of the Declaration of Condominium, these Articles or the Bylaws.
- j. To contract for the management, operation, administration, and maintenance of Condominium Property and to delegate to such contractor any powers and duties of the Association, except such as are specifically required by the Declaration of Condominium, these Articles, the Bylaws, or by the Condominium Act, to have the approval of the Directors or the membership of the Association.
- k. To employ personnel and independent contractors for reasonable compensation to perform the services required for the proper administration and operation of the purposes of the Association.
- l. To pay taxes and assessments which are liens against any part of the Condominium Property, other than the individual Units, unless the individual Unit or Units are owned by the Association, and the appurtenances thereto, and to assess the same against the Unit and the owner of the Unit which is subject to such liens.

m. To enter into agreements whereby it acquires leasehold memberships and other possessory or use interest in the lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use benefits of the Unit owners.

n. To purchase, sell, mortgage, transfer, lease, or otherwise acquire Units or real property in the name of the Association and to hold, mortgage, lease, improve and convey the same.

o. To enter into agreements for construction of recreation facilities, or buildings, and other amenities or facilities for the benefit of the Unit owners and to borrow money for the purpose of carrying out such construction and to mortgage, lease or otherwise provide security for the repayment of said funds.

p. To amend the Declaration of Condominium in accordance with the Condominium Act and the Declaration of Condominium.

q. To enter into agreements with other Condominium or Homeowner associations providing for shared expense of items of management, administration and/or maintenance, and to become a member of an organization of such associations.

r. To approve future amendments to the Governing Documents necessary to comply with amendments of the Condominium Act.

4.3 Emergency Powers: In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the provisions of Section 718.1265, Florida Statutes, and Sections 617.0207 and 617.0303, Florida Statutes, all as amended from time to time. For purposes of this Article only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

a. Conduct meetings of the Board of Directors and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting on the Condominium Property or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this Article. The Directors in attendance at such a Board meeting (if more than one Director) shall constitute a quorum.

b. Cancel and reschedule any membership meeting, meeting of the Board of Directors or committee meeting.

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

d. Relocate the Association's principal office or designate alternative principal offices.

- e. Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.
- f. Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity, water, sewer, security systems, or air conditioners.
- g. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the Condominium Property unavailable for entry or occupancy by Unit owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.
- h. Require the evacuation of the Condominium Property in the event of a mandatory evacuation order in the locale in which the Condominiums are located. Should any Unit owner or other occupant of the Condominiums fail or refuse to evacuate the Condominium Property where the Board has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.
- i. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the Condominium Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration of Condominium.
- j. Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, baseboards, air ducts, cabinetry, any and all personal property or belongings of the resident or Unit owner, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Condominium Property, even if the Unit owner is obligated by the Declaration of Condominium or law to insure or replace those fixtures and to remove personal property from a Unit.
- k. Contract, on behalf of any Unit owner or owners, for items or services for which the owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Condominium Property. In such event, the Unit owner or owners on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its assessment and claim of lien authority provided by Section 718.116, Florida Statutes, and in the Declaration of Condominium to enforce collection of the charges. Without limitation, such items or services may include the drying of Units, the boarding or other enclosure of broken or damaged windows, sliding glass doors, exterior doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the Units or other portions of the Condominium Property.
- l. Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration of Condominium, these Articles, or the Bylaws, the Board may levy one or more special assessments without a vote of the owners.
- m. Without Unit owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Declaration of Condominium, these Articles, or the Bylaws.
- n. Corporate action taken in good faith to meet the emergency needs of the Association or its Unit owners shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not

be used to impose liability on a Director, Officer, or employee. An Officer, Director, or employee acting in good faith and in accordance with this Article 4.3 is only liable for willful misconduct.

The special powers authorized above in this Article 4.3 shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the Unit owners and the Unit owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Condominium Property.

4.4 **Assets Held In Trust:** All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the Members, in accordance with the provisions of the Declaration of Condominium, these Amended and Restated Articles of Incorporation, and the Amended and Restated Bylaws of the Association.

4.5 **Limitation on Exercise of Powers:** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Declaration of Condominium, these Amended and Restated Articles and the Amended and Restated Bylaws of the Association.

ARTICLE V. **MEMBERS**

5.1 **Members:** The Members of the Association shall consist of all the record owners of Units in the Condominium and after termination of the Condominium shall consist of those who are Members at the time of such termination and their successors and assigns.

5.2 **Change of Membership:** After receiving written approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, a deed or other appropriate instrument establishing a record interest to a Unit in the Condominium and the delivery to the Association of a copy of such deed or other instrument or conveyance. The person or persons named on the deed or other instrument thereby becomes a Member of the Association and the membership of the prior owner is terminated.

5.3 **Limitation on a Transfer of Shares of Assets:** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member's Unit. No part of the income of the Association shall be distributed to its Members, Directors or Officers, except as compensation for services rendered.

5.4 **Voting:** Each Condominium Unit shall be entitled to one (1) vote at Association membership meetings, notwithstanding that the same owner may own more than one Unit. The manner of exercising voting rights shall be determined by the Declaration, these Articles and the Bylaws. No vote shall be allocated to a Unit owned by the Association. Owners owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.

ARTICLE VI. **DIRECTORS**

6.1 **Board of Directors:** The property, business, and affairs of the Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the Bylaws. In no event shall the Board of Directors consist of fewer than three (3) Directors. A Director must fulfill all requirements of eligibility provided in the Condominium Act, the Declaration of Condominium and the Bylaws.

6.2 **Election of Directors:** Directors of the Association shall be elected at the annual meeting of the Members, in the manner provided by the Condominium Act. Directors may be removed and vacancies on the Board

shall be filled in the manner provided by the Amended and Restated Bylaws, and the applicable provisions of the Condominium Act

ARTICLES VII. **OFFICERS**

The affairs of the Association shall be administrated by a President, Vice President, Secretary, Treasurer, and such other officers and assistant officers as may from time to time be created by the Board of Directors as permitted by the Bylaws. Officers shall be elected by the Board of Directors at its organizational meeting following the annual membership meeting of the Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the Bylaws.

ARTICLE VIII. **INDEMNIFICATION**

8.1 Indemnity. The Association shall indemnify any Officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or committee member of the Association, against expenses (including without limitation attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless: (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and committee members as permitted by Florida law.

8.2 Defense. To the extent that a Director, Officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 8.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

8.3 Advances. 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 proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 8.

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

8.5 Insurance. The Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any

liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

8.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

8.7 Delegation. To the extent permitted by law, the powers and duties of the Directors and Officers may be delegated for the purpose of management.

ARTICLE IX. **BYLAWS**

The Bylaws may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE X. **AMENDMENTS**

10.1 Amendments: Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner subject to any provisions contained in the Declaration of Condominium and the Condominium Act:

a. Notice of the subject matter or proposed amendment shall be included in or with the notice of any membership meeting at which a proposed amendment will be considered.

b. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by at least a majority of the voting interests of the Association. Except as elsewhere provided, such approval must be by not less than a majority of the Board of Directors and by not less than sixty-five percent (65%) of the eligible voting interests of the Association.

10.2 Alternative: In the alternative an amendment may be made by an agreement signed by all of the record owners of all the Units in the Condominium.

10.3 Limitation on Amendments: No amendments shall make any changes in the qualification for membership, the voting rights of Members. No amendment shall be made which is in conflict with the Condominium Act of the State of Florida or the Declaration of Condominium.

10.4 Certification: A copy of each amendment to the Articles of Incorporation shall be effective upon the filing with the Florida Secretary of State.

10.5 Automatic Amendment. These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Condominium Act. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles of Incorporation, the Board of Directors may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the owners, may adopt by majority vote, amendments to these Articles of Incorporation as the Board of Directors deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

ARTICLE XI.
EXISTENCE

The term of the Association shall be perpetual, unless sooner dissolved in the manner provided by law.

ARTICLE XI.
ORIGINAL SUBSCRIBERS

The names and addresses of the original subscribers of these Articles of Incorporation are as follows:

Frank A. Buskirk, Jr.
6814 Gulf of Mexico Drive
Longboat Key, Florida

Howard S. Adams
3801 Cortez Road West
Bradenton, Florida

Frank A. Buskirk, Jr.
3801 Cortez Road West
Bradenton, Florida

ARTICLE XII.
REGISTERED OFFICE AND REGISTERED AGENT

The Association's current registered agent and office is Andrea Glassman c/o Lighthouse Property Management, 4134 Gulf of Mexico Drive, Suite 211, Longboat Key, FL 34228. The Association's Board of Directors may change the Association's registered agent and registered office as provided by law.