

# N29568



THE UNITED STATES  
CORPORATION  
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 150564 3487A

AUTHORIZATION :

*Patricia Pigato*

COST LIMIT : \$ 43.75

ORDER DATE : February 26, 1999

ORDER TIME : 2:54 PM

ORDER NO. : 150564-005

300002789473--9

CUSTOMER NO: 3487A

CUSTOMER: Ms. Karen Stershic  
Icard Merrill Cullis Timm  
2033 Main Street, Suite 600  
P. O. Drawer 4195  
Sarasota, FL 34237

RECEIVED

99 FEB 26 PM 3:53

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

DOMESTIC AMENDMENT FILING

NAME: DEER CREEK COMMUNITY  
ASSOCIATION, INC.

EFFECTIVE DATE:

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

99 MAR -2 PM 4:52

FILED

ARTICLES OF AMENDMENT  
XX RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
PLAIN STAMPED COPY  
CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Maria Stephens

EXAMINER'S INITIALS:

*See 3/3*



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

March 1, 1999

CSC  
MARIA STEPHENS  
TALLAHASSEE, FL

SUBJECT: DEER CREEK COMMUNITY ASSOCIATION, INC.  
Ref. Number: N29568

We have received your document for DEER CREEK COMMUNITY ASSOCIATION, INC. and the authorization to debit your account in the amount of \$43.75. However, the document has not been filed and is being returned for the following:

The document must contain the name and capacity of the person signing on behalf of the new registered agent.

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) 487-6908.

Teresa Brown  
Corporate Specialist

Letter Number: 199A00009236

RECEIVED  
99 MAR -1 PM 4:46  
DIVISION OF CORPORATION

**RESUBMIT**  
Please give original  
submission date as file date.



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

March 2, 1999

**RESUBMIT**

Please give original  
submission date as file date.

CSC  
MARIA STEPHENS  
TALLAHASSEE, FL

SUBJECT: DEER CREEK COMMUNITY ASSOCIATION, INC.  
Ref. Number: N29568

We have received your document for DEER CREEK COMMUNITY 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):

Please accept our apology for failing to mention this in our previous letter.

The headings of the document must be the same throughout the document. The following titles are listed: Articles of Restatement, Articles of Incorporation and Amended and Restated. Please correct your document accordingly.

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) 487-6908.

Teresa Brown  
Corporate Specialist

Letter Number: 599A00009518

RECEIVED  
99 MAR -2 PM 4:40  
DIVISION OF CORPORATION

AMENDED AND RESTATED ARTICLES OF  
DEER CREEK COMMUNITY ASSOCIATION, INC.

FILED  
99 MAR -2 PM 4:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned certifies that the Articles of Incorporation of Deer Creek Community Association, Inc. have been amended and are totally restated as described in the attached restated Articles of Incorporation.

The name of the corporation is Deer Creek Community Association, Inc. and the text of the restated Articles of Incorporation is attached to these Articles.

The restatement contains amendments to the Articles requiring member approval. Members were entitled to vote on the proposed amendment. On JANUARY 19, 1999, the members approved the amended and restated Articles. The number of votes cast for the amendment and restatement was sufficient for approval.

Dated this 19 day of JANUARY, 1999.

Deer Creek Community Association, Inc.

By: Charles L. Halfast  
Charles L. Halfast, its President

AMENDED AND RESTATED ARTICLES  
OF  
DEER CREEK COMMUNITY ASSOCIATION, INC.  
A Corporation Not For Profit

These Amended and Restated Articles of Incorporation are made this 19<sup>th</sup> day of January, 1999 by the Deer Creek Community Association, Inc. a Florida Corporation, Not For Profit.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under the provisions of Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I

NAME OF CORPORATION

The name of this corporation shall be Deer Creek Community Association, INC., hereinafter in these Articles referred to as the "Association."

ARTICLE II

DURATION

The Association shall have perpetual existence.

ARTICLE III

PURPOSE

The purpose for which the Association is organized is to promote the common good and social welfare of each owner of a Platted Lot, as that term is defined in the amended Declaration of Protective Covenants and Restrictions for Deer Creek (Community Declaration), as recorded in the Public Records of Sarasota County, Florida.

ARTICLE IV

POWERS

The powers of the Association shall include and be governed by the following provisions:

(a) To make and collect assessments against members to defray the costs, expenses, and losses of the Association.

(b) To use the proceeds of assessments in exercise of its powers and duties.

(c) To maintain, repair, and replace streets, entry- ways, all other improvements, landscaping, lawns, trees and shrubs located on any of the common areas of Deer Creek for which the obligation to maintain or repair has been delegated to the Association.

(d) To purchase and maintain such policies of insurance as delegated to the Association by the members or as set forth in the Declaration of Protective Covenants, Conditions and Restrictions for Deer Creek, or as may be deemed necessary or desirable by the Board of Directors of the Association.

(e) To supervise and control the specifications, architecture, design, appearance, elevation, and location of all buildings, structures, and improvements of any type, including dwelling units, walls, fences, driveways, and pavements, antenna, grading, drainage, disposal systems, and all other structures constructed, placed, or permitted to remain in Deer Creek, as well as the alteration, improvement, addition, or changes thereof, including the landscaping surrounding the same. A Design and Development Board for the monitoring and control of the above shall be established and the Association shall adopt and from time to time modify, the Development Standards and Architectural Requirements which will set forth the objective criteria governing the above.

(f) To reconstruct improvements on Common Areas after casualty.

(g) To provide such services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire the capital improvements and equipment related thereto.

(h) To carry out all of the duties and obligations assigned to it under the terms of the Declaration of Protective Covenants, Conditions and Restrictions for Deer Creek or the Declaration of Maintenance, Covenants applicable to the Palmer Ranch.

(i) To employ personnel to perform the services required for proper operation of the Association.

(j) To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell, or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association in pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

(k) To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

(1) To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the aforesaid Declaration of Restrictions applicable to Deer Creek.

(m) The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

## ARTICLE V

### MEMBERS

(a) The members of this Association shall consist of all of the record owners of a Platted Lot within Deer Creek.

(b) Change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, of a deed or other instrument establishing a record title to a Platted Lot in Deer Creek and the delivery to the Association of a copy of such instrument; the owner designated by such instrument thereby becoming a member of the Association. A membership of a prior owner shall be thereby terminated.

(c) A 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 respective lot.

## ARTICLE VI

### VOTING

Subject to the restrictions and limitations hereinafter set forth, there shall be one (1) vote (voting interest) for each Platted Lot. In the event any Platted Lot is owned by more than one (1) person, or is owned by a person other than an individual, the vote for such Platted Lot shall be cast as provided in the Bylaws. Votes shall not be divisible. In the event any person(s) owns more than one (1) Platted Lot, the person(s) shall be entitled to one (1) vote for each such Platted Lot. Except where otherwise required under the provisions of these Articles, the Declaration of Protective Covenants, Conditions and Restrictions for Deer Creek, the Bylaws, or by law, the affirmative vote of a majority of the voting interest represented at any meeting of the members duly called at which a quorum is present, shall be binding upon the members.

## ARTICLE VII

### DIRECTORS

(a) The property, business and affairs of the Association will be managed by a Board which shall consist of not less than five (5) directors and not more than nine (9) directors, and

which shall always be an odd number. The Bylaws may provide for a method of determining the number of directors from time to time

(b) The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

## ARTICLE VIII

### OFFICERS

The affairs of the Association shall be administered by Officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which Officers shall serve at the pleasure of the Board of Directors.

## ARTICLE IX

### INDEMNIFICATION

(a) Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, 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 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 proceedings, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnity, that he did not act in good faith, not in 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 (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit, or proceedings 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, that the person had reasonable cause to believe that his conduct was unlawful

(b) Expenses. 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 IX (a) above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

(c) 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 proceedings upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article IX, or as otherwise permitted by law.

(d) 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, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

(e) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member 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 then provisions of this Article. Notwithstanding anything in this Article IX to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

(f) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article IX may not be amended to reduce or eliminate indemnification coverage for any person for any acts or omissions occurring prior to the date of amendment.

## ARTICLE X

### BYLAWS

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

## ARTICLE XI

### AMENDMENTS

These Articles may be amended or repealed by resolution proposed by the Board of Directors and approved by a vote of sixty-seven percent (67%) of the voting interests present in person or by proxy and voting at a meeting of the members where a quorum as determined by the Bylaws is present in person or by proxy and effective when filed with the Secretary of State and recorded in the public records of Sarasota County.

## ARTICLE XII

### PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the corporation is 5899 Whitfield Avenue, Suite 107, Sarasota, Florida, 34243. The corporation may also maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

## ARTICLE XIII

### REGISTERED OFFICE AND AGENT

The Board of Directors shall maintain a registered office and registered agent as required by law. The registered office of the corporation shall be at 5899 Whitfield Avenue, Suite 107, Sarasota, Florida, 34243 and the registered agent at that address is Advanced Management of Southwest Florida, Inc.

## ARTICLE XIV

### INCORPORATORS

The names and residence addresses of the original incorporators of these Articles were as follows:

<u>NAME</u>	<u>ADDRESS</u>
Sherell W. Johnson, Jr.	2477 Stickney Point Road, Sarasota, FL 34231
Julie Roknich	2477 Stickney Point Road, Sarasota, FL 34231
Nick Roknich, III	1750 Ringling Boulevard, Sarasota, FL 34236

The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified to the Board of Directors.

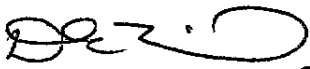
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**ACCEPTANCE OF APPOINTMENT  
AS REGISTERED AGENT FOR  
DEER CREEK COMMUNITY ASSOCIATION, INC.**

Having been named to accept service of process for the above stated corporation, at the place designated in the corporation's Articles of Incorporation, the undersigned hereby acknowledges and accepts the appointment and agrees to act in this capacity, and it further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated: 1-19-99.

ADVANCED MANAGEMENT OF SW  
FLORIDA, INC.

By:   
Its President  
D.E. WILSON  
Registered Agent