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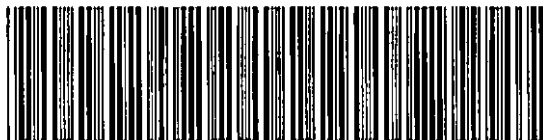
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2018 MAY 21 P 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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MAY 22 2018

T. LEMUEUX

Restate

Condominium, Homeowner
and Cooperative Associations

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



Civil Litigation
Construction Litigation

Michael W. Cochran, Esq.
Jackson C. Kraecht, Esq.
Joseph A. Gugino, Esq.
Brett M. Sarason, Esq.

May 16, 2018

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

Re: Certificate of Amendment
Jockey Club of North Port Property Owners' 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.

Jackson C. Kraecht, Esq.

JCK/sjc
Enclosures

Return to:
Jackson C. Kracht, Esq.
The Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191 (Telephone)

FILED

2018 MAY 21 P 5:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF**

**JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS' ASSOCIATION, INC.
A Florida Not for Profit Corporation**

We hereby certify that the attached amendments to the Articles of Incorporation of JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS' ASSOCIATION, INC. (the "Association"), a Florida Not for Profit Corporation, were adopted by the affirmative vote of a majority of the fee owners of record present in person or by Proxy as required by Article X of the Articles of Incorporation, at the Annual Membership Meeting of the Association held on March 13, 2018. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and by applicable law.

DATED this 20 day of APRIL, 2018.

Signed, sealed and delivered:

in the presence of:

sign [Signature]

print VIRGINIA M HAMM

sign [Signature]

print KATHY A. STYSICK

**JOCKEY CLUB OF NORTH PORT
PROPERTY OWNERS' ASSOCIATION,
INC.**

By [Signature]
Robert William Iiams, President

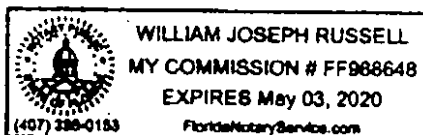
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th day of April, 2018, by Robert William Iiams as President of Jockey Club of North Port Property Owners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced Florida Driver's License as identification.

My commission expires: 05/03/20

NOTARY PUBLIC

sign [Signature]
print WILLIAM JOSEPH RUSSELL
State of Florida at Large (Seal)



sign Virginia M. Hains

print VIRGINIA M HAINS

sign Kathy A. Stysick

print KATHY A. STYSICK

Attest: Barbara Wolf
Barbara Wolf, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

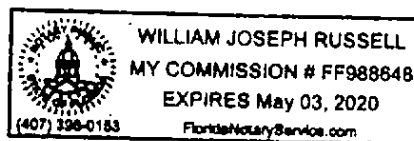
The foregoing instrument was acknowledged before me this 20th day of April, 2018, by Barbara Wolf as Secretary of Jockey Club of North Port Property Owners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced Florida Driver's License as identification.

My commission expires: 05/03/20

NOTARY PUBLIC

sign William Joseph Russell
print WILLIAM JOSEPH RUSSELL

State of Florida at Large (Seal)



AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS' ASSOCIATION, INC.
(A Corporation Not For Profit)

The Board of Directors of **JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS' ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida and a homeowners association pursuant to Chapter 720, Florida Statutes, hereby adopts the following Amended and Restated Articles of Incorporation. These Amended and Restated Articles of Incorporation supersede and replace the previous Articles of Incorporation and all amendments thereto.

ARTICLE I. NAME, PRINCIPAL OFFICE, AND CORPORATION INFORMATION

Section 1. Corporate Name. The name of this corporation is **JOCKEY CLUB OF NORTH PORT PROPERTY OWNERS' ASSOCIATION, INC.** (herein, the "Association").

Section 2. Principal Office. The principal address of the Association is 3050 Pan American Boulevard, North Port, Florida, 34287. The Association's Board of Directors may change the Association's principal office from time to time in the manner provided by law.

Section 3. Additional Corporate Information. . Those certain lots or blocks of land incorporated herein by reference in that certain subdivision plat entitled "Fifty-Second Addition to Port Charlotte Subdivision," according to the Plat thereof, recorded in Plat Book 21 at Pages 13 through 13A-13NN of the Public Records of Sarasota County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of this Corporation by annexation, are hereafter referred to as "The Properties."

Section 4. Definitions. All terms used in these Articles of Incorporation have the same meaning, to the extent applicable, as set forth in the Declaration of Covenants and Restrictions (Declaration). Said definitions are hereby incorporated by reference.

ARTICLE II. PURPOSES

Section 1. Not for Profit Corporation. The Association does not contemplate pecuniary gain or profit to its Members. The Association is organized as a not for profit corporation pursuant to Chapter 617, Florida Statutes, and as a statutory homeowners association pursuant to Chapter 720, Florida Statutes, both as amended from time to time.

Section 2. General Purposes. The general nature, objects and purposes of the Association include but are not limited to the following:

- a. To promote the common benefit and enjoyment of the Owners of all Lots located within The Jockey Club that are subject to the terms of the Declaration, as amended from time to time.
- b. To maintain all Common Properties for which the obligation to maintain and repair has been assigned or delegated to the Association.
- c. To provide, purchase, acquire, replace, improve, maintain and repair such improvements to the Common Properties, including, without limitation, buildings, structures, streets, sidewalks, landscaping, equipment, furniture and furnishings, both real and personal, as the Board of Directors of the Association, in its discretion, determines from time to time necessary or desirable for the promotion of the common benefit and enjoyment of the Members of the Association.
- d. To carry out all of the duties and obligations assigned to it as a homeowners association under the terms of the Declaration for Lots in The Jockey Club and pursuant to Chapter 720, Florida Statutes, as amended from time to time.
- e. The Association is to provide for the architectural control of all Lots within The Jockey Club.
- f. The Association may also conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit and homeowners associations in order to carry out the covenants and enforce the provisions of its Governing Documents.

ARTICLE III. GENERAL POWERS

Section 1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit and a homeowners' association, which are not in conflict with the terms of its Governing Documents.

Section 2. Specific Powers. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

- a. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, transfer, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association.
- b. 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 and 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.
- c. To acquire, own, operate, hold, administer, insure, maintain, repair, alter, improve, manage, and replace all Common Properties of The Jockey Club.
- d. To fix, levy, establish, and collect a budget and to fix annual and special assessments to be levied against all Lots which are subject to assessment pursuant to the

aforesaid Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements.

e. To place liens against any Lot subject to assessment for delinquent and unpaid assessments, late fees, interest, costs, attorney's fees and/or other charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such amounts for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

f. To hold funds solely and exclusively for the benefit of the Members of the Association for the purposes set forth in the Governing Documents and under Chapter 720, Florida Statutes.

g. To promulgate, adopt, amend, alter, revoke, and enforce Rules and Regulations, covenants, restrictions, and agreements that govern the Common Properties and Lots in The Jockey Club.

h. To delegate such of the powers of the Association to independent contractors, committees, management companies, and to other agents as may be deemed to be in the Association's best interest by the Board of Directors and in accordance with the Bylaws and Declaration.

i. To charge recipients for services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

j. To pay all costs, expenses, obligations, and to pay taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

k. The authority, but not the legal obligation or duty, to enforce by any and all lawful means the obligations of Members and the provisions of these Articles of Incorporation, the Bylaws of the Association, the Declaration of Covenants and Restrictions, and the terms and provisions of the aforesaid Declaration and any and all architectural standards or guidelines.

l. The Association shall have the authority, but not the obligation, to sue or be sued; provided however, that the Association's right to sue is limited by Section 720.303(1), Florida Statutes.

m. To purchase and maintain such insurance policies as required by Florida law or its Governing Documents or as may be deemed desirable by the Board of Directors.

n. In general, to have and exercise all common law rights, powers and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers and privileges reasonably to be implied or inferred from the exercise of any right, power, or privilege so granted, or granted by the Governing Documents, or as reasonably necessary to effectuate the exercise of any right, power or privilege so granted, except as specifically prohibited herein.

o. To create and disband committees as further provided in the Governing Documents.

p. To employ personnel; to retain attorneys, engineers, architects, accountants, managers, and other independent contractors and professionals; and to enter into service contracts to provide for the maintenance, operation, and management of the Common Properties; and to enter into other agreements consistent with the purposes and regulations of the Association.

q. To borrow money and mortgage, pledge, deed in trust, assign, grant security interests in, or otherwise pledge its real and personal property, assessments and accounts as security for money borrowed, debts incurred or any of its other financial obligations.

Section 3. Emergency Powers. To the extent allowed by law, unless specifically prohibited by the Governing Documents, and consistent with Section 720.316, Florida Statutes, the Board of Directors, in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the area encompassed by The Jockey Club, may exercise the following powers:

a. **Relocate Principal Office.** The Board of Directors may relocate the principal office or designate alternative principal offices or authorize any officer to do so.

b. **Assistant Officers.** The Board of Directors may name any person or persons to serve as interim assistant officers, which assistant officers shall have the same authority as the officers to whom they are assistants during the period of emergency, to accommodate the incapacity or absence from the area of any officer. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the state of emergency as the executive officer he or she assists.

c. **Emergency Meetings.** The Board of Directors may conduct Board, committee or membership meetings after notice of the meetings and Board decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, public service announcements, conspicuous posting on the Association property, or any other means the Board deems appropriate under the circumstances. The Directors in attendance at such a Board meeting (if more than two (2) Directors) shall constitute a quorum.

d. **Cancel and Reschedule Meetings.** The Board may cancel and reschedule any Association meeting.

e. **Agreements.** The Board may enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.

f. **Disaster Plan.** The Board may implement a disaster plan before or immediately following the event for which a state of emergency is declared.

g. **Association Property Unavailable for Entry.** Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the Common Properties unavailable for entry or occupancy by Owners or their family members, tenants, guests, agents, or invitees to protect their health, safety, or welfare.

h. **Mitigate Damage.** The Board may mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Common Properties.

j. **Pledge Association Assets and Borrow Money.** Without Owners' approval and notwithstanding any other provision of the Governing Documents, the Board may borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions contained in the Bylaws and the Declaration.

k. **Limitation on Authority.** The authority granted under this paragraph is limited to that time reasonably necessary to mitigate further damage and make emergency repairs to the Common Properties.

l. **Good Faith.** Corporate action taken in good faith to meet the emergency needs of the Association, its Owners or residents shall be binding on the Association and shall have the rebuttable presumption of being reasonable and necessary.

ARTICLE IV. MEMBERS

Section 1. Membership. The Members of this Association shall consist of all Owners of Lots that are subject to the provisions of said Declaration of Covenants and Restrictions. Owners of such Lots shall automatically become Members upon acquisition of the fee simple title to their respective Lots. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot. The manner of admission and voting rights shall be more fully set forth and regulated by the Bylaws and the Declaration.

Section 2. Termination of Membership. The membership of any Member in the Association shall automatically terminate upon conveyance or other divestment of title to such Member's Lot, except that nothing herein contained shall be construed as terminating the membership of any Member who may own two or more Lots so long as such Member owns at least one Lot.

Section 3. Membership Roster. The Secretary of the Association shall maintain a list of the Members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his or her name, address and Lot number; provided, however, that any notice given to or vote accepted from the prior Owner of such Lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records of Sarasota County, Florida or make other inquiry to determine the status and correctness of the list of Members of the Association maintained by the Secretary and shall be entitled to rely upon the Association's official records until notified in writing of any change in ownership.

ARTICLE V. VOTING

Section 1. There will be one vote for each Lot. All votes shall be cast in the manner provided in the Bylaws and the Declaration.

Section 2. Quorum. The presence at the meeting of members entitled to cast, or entitled by ballot to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action governed by the Articles of Incorporation, the Bylaws, or the Declaration of Covenants and Restrictions of this corporation.

ARTICLE VI. BOARD OF DIRECTORS

Section 1. Board of Directors. The affairs and operation of the Association shall be managed by a Board of nine (9) Directors. Directors shall satisfy all requirements contained in the Bylaws and in Chapter 720, Florida Statutes. All Directors shall be elected by the Members in accordance with the Bylaws.

Section 2. Terms of Office. The Directors shall serve staggered terms of three (3) years in accordance with the provisions of the Bylaws. Any elected Director may be removed from office with or without cause by majority vote of the Members in the manner provided in Chapter 720, Florida Statutes.

ARTICLE VII. OFFICERS

The Officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. Officers shall be elected from among the membership of the Board of Directors. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the Bylaws. All Officers shall hold office at the pleasure of the Board of Directors.

ARTICLE VIII. CORPORATE EXISTENCE AND DISSOLUTION

Section 1. Perpetual Existence. The Association shall have perpetual existence, unless sooner dissolved in the manner provided below.

Section 2. Dissolution. The corporation may be dissolved only with the assent given in writing and signed by two-thirds (2/3) of the entire membership. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets (which shall be consistent with Article VIII, Sect 3 hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

Section 3. Assets After Dissolution. Upon dissolution of the corporation the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit Corporation, Association, Trust, or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be

devoted by the corporation. No such disposition of Jockey Club of North Port Property Owner's Association, Inc., properties shall be effective to divest or diminish any right or title to any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

ARTICLE IX. BYLAWS

The Bylaws may be altered, amended or rescinded by a majority vote of a quorum of the Membership at a duly-noticed meeting held in accordance with the Bylaws.

ARTICLE X. AMENDMENTS TO ARTICLES OF INCORPORATION

Section 1. Proposal and Adoption. The Board of Directors may propose an amendment to these Articles of Incorporation. The Articles of Incorporation may be amended upon the affirmative approval of by a majority of a quorum of the Association's Members at a duly-noticed meeting.

Section 2. Certificate of Amendment. The Association shall file a copy of each amendment to these Articles of Incorporation with the Florida Secretary of State. The Association shall also record a copy of each amendment in the Public Records of Sarasota County, Florida along with a Certificate of Amendment executed by the appropriate officers of the Association with the formalities of a deed.

ARTICLE XI. BUDGET AND EXPENDITURES

The Board of Directors shall obtain funds with which to operate by annual and/or special assessment of its Members in accordance with the provisions of said Declaration, as the same may be supplemented by the provisions of the Association's Articles and Bylaws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all Lots subject to assessment, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time amend, approve or ratify variations from such budget.

ARTICLE XII. FINANCIAL REPORTING

The Association shall prepare an annual financial report within the time period provided by Section 720.303(7), Florida Statutes, and provide same, or a notice that a copy of the financial report is available, to each Member at no charge to the Member. The financial report shall be prepared as set forth in Florida Statute 720.303(7).

ARTICLE XIII. INDEMNIFICATION

Section 1 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 or she is or was a Director, officer or committee member of the Association, against expenses (including trial and appellate attorney's fees), judgments, fines and amounts paid in

settlement actually and reasonably incurred by him or her 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 indemnitee, that he or she did not act in good faith, nor in a manner he or she 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 or she had reasonable cause to believe his or her 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 or she 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 or her conduct was unlawful. It is the intent of the Members, 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.

Section 2 **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 XIII, Section 1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including trial and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 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 proceedings upon receipt of any 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 or she is entitled to be indemnified by the Association as authorized herein or as otherwise permitted by law.

Section 4 **Miscellaneous.** The indemnification provided herein 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. Anything to the contrary notwithstanding, the provisions of Article XIII may not be amended without the written approval of all persons whose interests would be adversely affected by such amendment.

Section 5 **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 or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

Signed, sealed and delivered:

in the presence of:

Sign: Robert William Iiams

Print: ROBERT W IAMS

Sign: Kathy A. Styrick

Print: KATHY A STYRICK

JOCKEY CLUB OF NORTH PORT
PROPERTY OWNERS' ASSOCIATION
INC.

By: Robert William Iiams
Robert William Iiams, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20TH day of April, 2018, by Robert William Iiams as President of Jockey Club of North Port Property Owners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced Florida driver's license as identification.

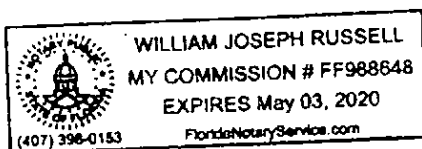
My commission expires: 05/03/20

NOTARY PUBLIC

Sign: William Joseph Russell

Print: William Joseph Russell

State of Florida at Large (Seal)



Sign: Virginia M. Smith

Print: VIRGINIA M. SMITH

Sign: Kathy A. Sysick

Print: KATHY A. SYSICK

Attest: Barbara Wolf
Barbara Wolf, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20TH day of April, 2018, by Barbara Wolf as Secretary of Jockey Club of North Port Property Owners' Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced FLORIDA DRIVER'S LICENSE as identification.

My commission expires: 05/03/20

NOTARY PUBLIC

Sign: William Joseph Russell

Print: WILLIAM JOSEPH RUSSELL

State of Florida at Large (Seal)

