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Prepared by and return to:  
Kevin T. Wells, Esq.  
Law Offices of Wells | Olah, P.A.  
1800 Second Street, Suite 808  
Sarasota, Florida 34236  
(941) 366-9191 (Telephone)  
(941) 366-9292 (Facsimile)

**AMENDMENTS TO  
ARTICLES OF INCORPORATION**

**TANGERINE WOODS OWNERS ASSOCIATION, INC.**  
A Florida Not For Profit Corporation

We hereby certify that the attached amendments to the Articles of Incorporation of TANGERINE WOODS OWNERS ASSOCIATION, INC. (the "Association"), a Florida corporation not-for-profit, were proposed and approved by the Board of Directors and by the membership at the Special Meeting of the Membership held on March 16, 2017, by the affirmative vote of not less than a majority of all voting interests of the Association as required by Article 9.2 of the Articles of Incorporation. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and by Florida law.

Dated: May 4, 2017.

Signed, sealed and delivered  
in the presence of:

sign: Sheryl Marshall

print: Sheryl Marshall

sign: Dennis G. Chambers

print: Dennis G. Chambers

sign: Theresa Swartz

print: Theresa Swartz

sign: Debra Bischoff

print: Debra Bischoff

TANGERINE WOODS OWNERS  
ASSOCIATION, INC.

By: Bill Bower  
Bill Bower, President

Attest:

By: Leann Magner  
Leann Magner, Secretary

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2017, by Bill Bower as President of Tangerine Woods Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Bill Bower as identification.

NOTARY PUBLIC

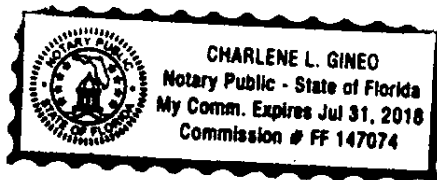
sign Janet Lynn McIntosh  
print Janet Lynn McIntosh  
State of Florida at Large (Seal)  
My Commission expires: August 19, 2017  
Indiana  
Resident of DeKalb County

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4 day of May, 2017, by Leeann Magnier as Secretary of Tangerine Woods Owners Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced as identification.

NOTARY PUBLIC

sign Charlene L. Gineo  
print Charlene L. Gineo  
State of Florida at Large (Seal)  
My Commission expires:



**TANGERINE WOODS OWNERS ASSOCIATION, INC.**  
**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

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**AMENDED AND RESTATED**

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**ARTICLES OF INCORPORATION  
OF  
TANGERINE WOODS OWNERS ASSOCIATION, INC.**

*[Substantial rewording of Articles of Incorporation. See original Articles of Incorporation and prior amendments for present text.]*

The members of **TANGERINE WOODS OWNERS ASSOCIATION, INC.**, located in Sarasota County, Florida, adopt these Amended and Restated Articles of Incorporation. The original Articles of Incorporation were filed with the Office of the Secretary of State on January 26, 1983. The original Declaration of Condominium of **TANGERINE WOODS, A CONDOMINIUM** was recorded at Official Records Book 1611, Page 1605 et seq. and Amended and Restated at Official Records Instrument #2009019115, all of the Public Records of Sarasota County, Florida.

**1. NAME OF CORPORATION AND ADDRESS.**

The name of the corporation is **TANGERINE WOODS OWNERS ASSOCIATION, INC.** (herein, the "Association"). The Association's principal address is 756 Tangerine Woods Boulevard, Englewood, Florida 34223. The Association's Board of Directors may change the principal address of the Association from time to time as provided by law.

**2. PURPOSE.**

**2.1 Purpose.** The purpose of the Association is to provide an entity pursuant to Chapter 718, Florida Statutes, as subsequently amended from time to time (herein, the "Condominium Act") for the operation and management of the affairs and property of **TANGERINE WOODS, A CONDOMINIUM** (herein, the "Condominium").

**2.2 Distribution of Income.** The Association shall issue no stock and make no distribution of income to its members, directors or officers; provided, that the foregoing shall not prevent a member, director or officer from providing services as an individual to the Association other than as a member, director or officer, for which he or she is reasonably compensated.

**3. POWERS.** The Association shall have the following powers:

**3.1 Common Law and Statutory Powers.** The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation, the Declaration of Condominium or Chapter 718, Florida Statutes, all as subsequently amended from time to time.

**3.2 Specific Powers.** The Association shall have all of the powers and duties reasonably necessary to operate the Condominium and those set forth in Chapters 617 and 718, Florida Statutes, the Declaration of Condominium, these Articles, and the Association Bylaws including, but not limited to, the following:

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

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

(c) To operate, maintain, repair, alter, improve, administer and replace the common elements, condominium property and Association real and personal property.

(d) To purchase insurance upon the condominium property, Association property, directors & officers liability insurance, umbrella insurance, and insurance for the protection of the Association and its members, as unit owners.

(e) To repair and reconstruct improvements after casualty and further improve the condominium property and Association property.

(f) To make and amend reasonable rules governing the units, the common elements and the Association property.

(g) To approve or disapprove the sale, transfer and lease of units, as provided by the Declaration of Condominium.

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Association Bylaws and the Rules of the Association and to negotiate and settle all threatened or pending disputes, claims or lawsuits.

(i) To contract for the management, operation, administration and maintenance of the condominium property and to authorize a contractor or management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and restrictions of the Association, except where specifically required by the Declaration of Condominium or a management contract to have the approval of the Board of Directors.

(j) To employ personnel to perform the services required for the proper administration and operation and affairs of the Condominium and the Association.

(k) To acquire by purchase or otherwise and to sell, encumber, grant easements or other use rights, mortgage and lease Association property or additional real property, subject nevertheless to the provisions of the Declaration and Bylaws relative thereto.

(l) To borrow money and secure the same by assigning assessments, lien rights, assessment collection authority and by execution of mortgages encumbering the Association real property and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association.

(m) To purchase condominium units and to hold, lease, mortgage or convey the unit(s).

(n) To alter and improve the common elements, condominium and Association property pursuant to the terms and conditions of the Declaration of Condominium and the Condominium Act.

**3.3 Assets Held in Trust.** All funds and the titles 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 Articles of Incorporation and the Association Bylaws.

**3.4 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 subsequently amended from time to time. For purposes of this Section 3.4 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 Board meetings 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, email, the Internet, public service announcements, and conspicuous posting on the condominium property or any other means the Board deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this Section. The directors in attendance at such a Board meeting (if more than one (1) director) shall constitute a quorum.

(b) Cancel and reschedule any Association Board, membership 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 the 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, or 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 Condominium is located. Should any unit owner or other occupant of the Condominium 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.

(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 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 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, Articles of Incorporation, or Association Bylaws, the Association's Board of Directors 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, Articles of Incorporation, or Association 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 Section 3.4 is only liable for willful misconduct.

The special powers authorized above in this Section 3.4 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. MEMBERS.**

**4.1 Members.** The members of the Association are all of the record owners of units in the Condominium. After termination of the Condominium, the members shall consist of those who are members at the time of such termination, their successors, and assigns.

**4.2 Change of Membership.** After receiving approval of the Association Board of Directors required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The Board may, in its

sole discretion, require a member to provide it a certified copy of the Deed or other instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

**4.3 Limitation on Transfer of Shares of Assets.** A member cannot assign, hypothecate, or transfer in any manner his or her share in the funds and assets of the Association, except as an appurtenance to the member's Unit.

**4.4 Voting.** Each Unit is entitled to one (1) vote regardless of the number of owners. The Declaration of Condominium and Bylaws shall state the manner of exercising voting rights.

## **5. BOARD OF DIRECTORS.**

**5.1 Board of Directors.** The Board of Directors shall manage the affairs of the Association. The Bylaws shall state the number of Directors, which may in no event be less than five (5) or more than seven (7) Directors. A Director must fulfill all requirements of eligibility provided in the Declaration of Condominium, Bylaws, these Articles and by law. A Director has a fiduciary duty to the members and to the Association.

**5.2 Election of Directors.** The membership shall elect Directors at the annual meetings of the members, in the manner determined by the Association Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association Bylaws and according to the Condominium Act.

**6. OFFICERS.** The Association officers shall manage the affairs and operation of the Association as directed by the Board of Directors. The Board of Directors shall elect officers at its first meeting following the annual meeting of the members of the Association. Officers serve at the pleasure of the Board of Directors. Each officer has a fiduciary duty to the members and to the Association

## **7. INDEMNIFICATION**

**7.1 Indemnity.** The Association shall indemnify each Director and officer and each committee member of the Association serving the Association at its specific request against all expenses and all liabilities, including but not limited to trial and appellate counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director, officer of the Association or by reason of his serving or having served the Association at its request on a committee, whether or not he is a Director, officer or is serving on a committee at the time such expenses and liabilities are incurred, except when the Director, officer or committee member is adjudged guilty (or a withholding of adjudication is entered after a plea of guilty or no contest) of an act or omission to act which is material to the cause of action and which constitutes:

(a) a violation of the criminal law, unless the Director, officer or committee member had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

(b) a transaction from which the Director, officer or member derived an improper personal benefit; or

(c) willful misfeasance or malfeasance or a conscious disregard for the best interests of the Condominium Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of a member of the Association;

**7.2 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 Section 7.1 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.

**7.3 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 7.

**7.4 Miscellaneous.** The indemnification provided by this Article 7 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.

**7.5 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. BYLAWS.** The Association Bylaws may be amended in the manner provided by the Bylaws.

**9. AMENDMENTS.** The Articles of Incorporation may be amended in the following manner:

**9.1 Notice and Proposal.** The text of a proposed amendment to these Articles of Incorporation shall be included in or with the notice of any membership meeting at which a proposed amendment will be considered. The Board of Directors or at least twenty percent (20%) of the Association's eligible voting interests may propose an amendment to the Articles of Incorporation.

**9.2 Approval.** An amendment to these Articles of Incorporation must be approved by a majority of the Association's Board of Directors and by the affirmative vote of not less than a majority of the Association's eligible voting interests.

**9.3 Limitation on Amendments.** No amendment shall be made which conflicts with the Condominium Act or the Declaration of Condominium.

**9.4 Certification.** The Association shall file a copy of each amendment with the Florida Secretary of State and record it in the Public Records of Sarasota County, Florida, together with a duly executed Certificate of Amendment.

**10. TERM.** The term of the Association shall be perpetual, unless sooner terminated according to law.

**11. SUBSCRIBERS.** The names and addresses of the original subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>RESIDENCE</u>
Thelma K. Dressel	744 45 <sup>th</sup> Street Sarasota, Florida 33580
Deborah K. Jordan	4212 Pasadena Circle Sarasota, Florida 33583
Norma Cappelli	3803 Schwalbe Drive Sarasota, Florida 33580

**12. REGISTERED OFFICE AND AGENT.** The registered office of the Association is 1800 2<sup>nd</sup> Street, Suite 808, Sarasota, Florida 34236, and the registered agent of the Association at that office is The Law Offices of Kevin T. Wells, P.A.. The Association Board of Directors may change the Association's registered office and registered agent from time to time as provided by law.

**13. MISCELLANEOUS.**

**13.1 Definitions.** All terms used in these Articles of Incorporation have the same meaning, to the extent applicable, as set forth in the Association's Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), all as subsequently amended or renumbered from time to time.

**13.2 Conflicts.** In the event of a conflict, the Condominium Documents shall govern in the following order: (1) Declaration of Condominium, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations.

**13.3 Severability.** The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the Articles of Incorporation, Bylaws or Rules shall not affect the remaining portions hereof.

**13.4 Headings.** The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

Condominium, Homeowner  
and Cooperative Associations

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



Civil Litigation  
Construction Litigation

Michael W. Cochran, Esq.  
Jackson C. Kracht, Esq.  
Joseph A. Gugino, Esq.

May 11, 2017

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

Re: Certificate of Amendment  
Tangerine Woods 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.

Handwritten signature of Kevin T. Wells, Esq.

Kevin T. Wells, Esq.

KTW/elp  
Enclosures