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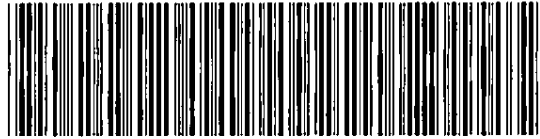
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**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: VILLAGEWALK OF SARASOTA HOMEOWNERS ASSOCIATION, INC.

DOCUMENT NUMBER: N01000000547

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

STEVE ADAMCZYK

(Name of Contact Person)

VARNUM LLP

(Firm/ Company)

4501 TAMiami TRAIL NORTH, SUITE 350

(Address)

NAPLES, FL 34103

(City/ State and Zip Code)

sjadamczyk@varnumlaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

STEVE ADAMCZYK

239

241-7384

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy is  
Enclosed)

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

*Statutory Notice; Substantial rewording. See governing documents for current text.*

SECOND AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
VILLAGEWALK OF SARASOTA HOMEOWNERS ASSOCIATION, INC

WHEREAS the original Articles of Incorporation of VillageWalk of Sarasota Homeowners Association, Inc. (the "Association"), a Florida Not For Profit Corporation under Chapter 617, Florida Statutes, as well as a Florida homeowners' association under Chapter 720, Florida Statutes, were filed with the Florida Department of State on January 24, 2001 and were further amended by a revision of Section 8.1, filed with the Department of State on October 4, 2018, and a revision of Subsections 11.2(A) and (B), filed with the Department of State on April 7, 2022; and

WHEREAS the Board of Directors of the Association ("Board") proposed and approved these substantial amendments to the Articles of Incorporation at a duly noticed and convened Board meeting held on October 22nd, 2024; and

WHEREAS the affirmative approval of at least a Majority of the Voting Interests present, in person or by proxy, at a membership meeting held on October 22nd, 2024, at which a quorum was obtained, approved these amendments to the Articles of Incorporation pursuant to Article 10 thereof; and

WHEREAS the number of Members' and directors' votes cast in favor of these amendments is sufficient for approval under the Association's governing documents and Florida law.

NOW, THEREFORE, Villagewalk of Sarasota Homeowners Association, Inc., whose principal office is located at 8109 Camminare Drive, Sarasota, Florida, does hereby adopt the following substantial amendments to its Articles of Incorporation:

ARTICLE I. NAME, DEFINITIONS, & PRINCIPAL OFFICE

1.1 Name. The name of this corporation is Villagewalk of Sarasota Homeowners Association, Inc. ("the Association").

1.2 Definitions. The words used in these Articles of Incorporation shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for the Association, (said Declaration, as amended, renewed or extended from time to time, hereinafter referred to as "the Declaration").

1.3 Principal Office. The principal address of the Association is 8109 Caminnare Drive, Sarasota, FL 34238. The Board of Directors ("Board") may change the Association's principal office from time to time in the manner provided by law.

## ARTICLE II. PURPOSE

The purpose for which the Association is organized is to serve as a Not For Profit Corporation organized on a non-stock basis as a homeowners' association, which will have all the powers and privileges described in the Governing Documents and Chapters 617 and 720, Florida Statutes, and will perform all of the duties and obligations of the Association as set forth in the Declaration, including, without limitation, the establishment and enforcement of the payment of Assessments and other charges contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property.

## ARTICLE III. POWERS

The Association shall have all of the powers set forth in Section 617.0302, Florida Statutes, including, without limitation, 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 pursuant to Chapter 617, Florida Statutes, and a homeowners association pursuant to Chapter 720, Florida Statutes, which are not in conflict with the terms of the Governing Documents.

3.2 Necessary Powers. The Association shall have all of the powers and duties set forth in the Declaration, except as limited by these Articles of Incorporation, and all powers and duties reasonably necessary to operate and administer the Properties pursuant to the Declaration, including but not limited to the following:

A. To fix, levy, adopt, amend and establish an annual budget and to levy and collect Assessments and Special Assessments, as provided for in the Declaration and Bylaws, against the Units and Owners to defray the costs and expenses of the Association and the Association's Property.

B. To use the proceeds of Assessments and Special Assessment in the exercise of its powers and duties.

C. To purchase, own, accept, sell, transfer, convey, hold, lease, maintain, repair, replace, improve, mortgage, encumber, lease, rent, operate and convey the real and personal property of the Association in accordance with the Declaration, Bylaws, and Florida law, and to maintain and operate the water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, if any.

D. To purchase and maintain whatever insurance policies are required by Florida law or the Governing Documents or which are deemed appropriate by the Board of Directors to protect the Common Areas and all buildings, equipment and facilities located thereon from damage and to protect all directors, officers and duly appointed committee members from personal liability for decisions made within the scope of their duties while serving on the Board or a committee.

E. To dedicate or to transfer all or any part of the Association's Property to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by not less than fifty-one percent (51%) of the Members holding Voting Interests present (in person or by proxy) at a membership meeting at which a quorum is obtained, and approved by not less than seventy-five percent (75%) of the institutional mortgagees holding mortgages encumbering Units.

F. To reconstruct the improvements to the Association's Property after casualty and to further alter and improve the Association's Property as provided in the Declaration.

G. To make, promulgate, adopt, alter, revoke, enforce, and amend reasonable Rules and Regulations regarding the Units, Common Areas, and the property of the Association in accordance with the requirements set forth in the Bylaws.

H. To hire contractors for the management of the Association's real and personal property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration or Florida law to be approved by the Board or the Membership. A contract with a manager, if made by a competitive bid, may be made for up to three (3) years and, irrespective of the term, be terminable by the Association with or without cause and with a notice period not to exceed ninety (90) days..

I. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association and its real and personal property.

J. To have the authority but not the legal duty or obligation to enforce, by any and all lawful means, the provisions of the Declaration, these Articles, the Bylaws and the Rules and Regulations as same may be promulgated, modified or amended from time to time by the Association.

K. To pay all taxes and assessments when they become due which are levied against the Association or any real or personal property belonging to it.

L. To pay the cost of all power, water, sewer, waste collection and other utility services rendered to the property of the Association, and not billed to Unit Owners.

M. Subject to any guidelines or limitations imposed by the Declaration, to enter any Unit at a reasonable time and upon reasonable notice to make emergency repairs or to do such other work reasonably necessary for the proper protection, preservation or maintenance of Association Property.

N. To grant such permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful to the Association.

O. To designate portions of the Common Areas for commercial uses; to determine the manner in which commercial portions of the Common Areas are held and operated, as well as the

Person or entity to hold, operate, and manage any commercial portions of the Common Areas; and to apply income, if any, from the rental of portions of the Common Areas in a commercial capacity to reduce the Common Expenses of the Association.

P. To have the authority but not the legal duty or obligation to commence legal proceedings or defend against them where necessary to protect the rights of the Association and, where their commonly shared ownership interests are at stake, the rights of the Association's Members, and to negotiate and settle such litigation, disagreements, and disputes.

Q. 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.

R. To place liens against any Unit 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, seek money judgements, 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.

S. To delegate such of the powers of the Association to independent contractors, committees, management companies, managers, officers, assistant officers, and to other agents and representatives as may be deemed to be in the Association's best interest by the Board of Directors.

T. To create, appoint, modify, and disband committees as the Board deems necessary and appropriate.

U. To exercise emergency powers as provided in Section 720.316, Florida Statutes (2021), as amended from time to time.

V. To do such other things and exercise such additional powers as may be reasonably necessary in order to perform the duties and to exercise the powers provided for the Association by Florida law, or in the Declaration, Articles of Incorporation, and Bylaws.

W. To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred if first approved by the Board and Members as required by the Bylaws.

3.3 Funds and Title to Properties and Assets. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Owners in accordance with the provisions of the Declaration, these Articles and the Bylaws. The interest of a Member in the funds and assets of the Association cannot be assigned, pledged as collateral for a loan or transferred in any manner except as an appurtenance to the Unit which is the basis of membership in the Association.

#### ARTICLE IV. MEMBERS

4.1 Members. The Members of the Association shall consist of all of the record Owners of Units in

*2024 Second Amended and Restated Articles of Incorporation*

*Villagewalk of Sarasota Homeowners Association, Inc.*

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VillageWalk of Sarasota. An Owner of a Unit shall automatically become a Member upon acquisition of the fee simple title to their respective Unit. If a Unit is owned by more than one person, they may all be Members but only one among them may hold the Voting Interest in the Unit. If a Unit is owned by a partnership, limited liability corporation (LLC) or other type of corporation, such persons, partners, managing members or corporate directors, as the case may be, shall select one person among them to be the Members and hold the Voting Interest in the subject Unit. If a Unit is owned by a Florida land trust, the Member and person holding the Voting Interest in the Unit shall be held by the trustee.

4.2 Change of Membership. Change of Membership in the Association shall be established by recording in the Public Records of the County, the deed or other instrument establishing record title to a Unit at VillageWalk of Sarasota, and the delivery to the Association of a copy of such instrument. Subject to the limitations on membership set forth in Section 4.1 above, each Owner designated by such instrument thus becomes a Member of the Association, and the membership(s) of the prior Owner(s) are terminated as of the date of recording of such instrument.

4.3 Transfer of Membership. Membership in the Association is appurtenant to and non-severable from an Owner's Unit. Accordingly, membership cannot be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to a Unit, and then only to the transferee of title to such Unit. Similarly, a Member's share in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except upon the transfer of title of his or her Unit.

4.4 Voting. On all matters submitted to the Members for the election of directors or the approval of any relevant matter, including the proposed amendment of a governing document or section thereof, there shall be only one Voting Interest per Unit regardless of the type of ownership and shall be cast in accordance with the Bylaws.

4.5 Suspension of Voting Rights. Pursuant to Section 720.305(4), Florida Statutes, the Association may suspend the voting rights of an Owner for nonpayment of any fee, fine or other monetary obligation due to the Association in accordance with the Bylaws.

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

## ARTICLE V. TERM

The term for which this corporation is to exist shall be perpetual. In the event that the corporation is dissolved, the surface water management ("SWM") system, real property containing the SWM system and water management portions of the Common Areas will be conveyed to an agency of local government determined to be acceptable to Southwest Florida Water Management District. If the local government declines to accept the conveyance, then the SWM system, real property containing the SWM system and water management

portions of the Common Areas will be dedicated to a similar non-profit corporation.

## ARTICLE VI. OFFICERS

6.1 Officers. The affairs of the Association shall be managed by the President, Vice President, Secretary and Treasurer, and such other officers and assistant officers as the Board shall deem appropriate from time to time. All officers shall be subject to the directions of the Board.

6.2 Election of Officers. The Board of Directors shall elect the President, the Vice President, the Secretary and the Treasurer, and as many Vice Presidents as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The Secretary need not be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary. Officers shall be elected by the Board at the first meeting of the Board following each Annual Meeting of the Members.

## ARTICLE VII. BOARD OF DIRECTORS

The affairs and operation of the Association will be managed by a Board of Directors who shall be elected and serve in accordance with the Bylaws. Directors shall satisfy all qualifications and other requirements contained in the Bylaws and in Chapters 617 and 720, Florida Statutes.

## ARTICLE VIII. INDEMNIFICATION

8.1 Indemnification. Every Director, committee member, and officer of the Association (and the Directors, committee members, and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him, her or them in connection with, arising out of or pertaining to any such proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director, committee member, or officer of the Association unless: (1) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or, at least, not opposed to the best interests of the Association, or, with respect to any criminal action or proceeding, that he or she knew or should have known his or her conduct was unlawful, or (2) 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, by 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, knew or should have



known his or her conduct was unlawful.

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 8.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him or her in connection therewith.

8.2 Time Period and Settlement. The foregoing provisions for indemnification shall apply whether or not the indemnified party is a Director, committee member or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the cost and expenses of the settlement as in the best interest of the Association.

8.3 Misfeasance or Malfeasance. In instances where a Director, committee member or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of this Article 8 shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director, committee member or officer may be entitled whether by statute or common law.

8.4 Insurance. The Association has the power to purchase and maintain insurance (that is, a Directors and Officers ("D&O") insurance policy) on behalf of any person who is or was a director, officer, committee member, employee or agent of the Association 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.

8.5 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 8 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

## ARTICLE IX. BYLAWS

The Bylaws of the Association may be adopted, amended, altered or rescinded as provided therein. At no time shall the Bylaws conflict with these Articles or the Declaration; and no amendment, alteration or rescission may be made which adversely affects the rights and privileges of any Institutional Mortgagee, without the prior written consent of the Institutional Mortgagee so affected as provided in Section 720.306(1)(d), Florida Statutes

## ARTICLE X. AMENDMENTS

These Articles of Incorporation may be amended in the following manner:

10.1 Proposal and Notice. An amendment to the Articles may be proposed by the Board or at least twenty percent (20%) of the Members holding Voting Interests. Notice of the subject matter of the proposed

amendment shall be included in or with the notice of any membership or Board meeting at which a proposed amendment is to be considered.

10.2 Approval. The Articles may be amended by the affirmative vote of a Majority of the Members holding Voting Interests casting their votes in person, by Electronic Ballot or by proxy at a membership meeting at which a quorum has been obtained.

10.3 Amendment Process. A proposal to amend any provision of the Articles shall conform to the requirements of the Homeowners' Association Act and must contain the full text of the provision to be amended and may not be revised or amended by reference solely to its title or number. New language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "*Substantial rewording. See Governing Documents for current text.*" An amendment of the Articles is effective when recorded in the Official Records of Sarasota County. Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

10.4 Amendments to Make Consistent with the Law and Governing Documents. As an exception to the foregoing, these Articles of Incorporation may be amended by the Board of Directors, if necessary, to make the same consistent with the provisions of the Declaration and, where appropriate, the Bylaws. Whenever Chapters 607, 617 or 720, Florida Statutes, or other applicable Florida or federal laws or administrative regulations are subsequently amended so that these Articles of Incorporation are inconsistent with the applicable law or administrative rules, the Board may, without a vote of the Members, to adopt amendments to these Articles of Incorporation to make them consistent.

10.5 Amendments Affecting Mortgagees. As provided under Florida Statutes, Section 720.306(1)(d), as the same may be amended from time to time, the Association shall not adopt any amendment to the Articles that adversely affects the priority of a recorded mortgagee's lien or right to foreclose its lien on any real property within VillageWalk or otherwise materially affects the rights and interests of such mortgagees without their prior written consent.

10.6 Scrivener's Errors. The Association, through its Board of Directors, may, without obtaining the prior consent or approval of the Members, amend these Articles in order to correct a scrivener's error or other defect or omission, provided such amendment is reasonable and does not adversely affect, material way, an Owner's property rights. The amendment shall be signed by the President of the Board; and a copy shall be furnished to each Owner and all institutional mortgagees as soon as practicable after being recorded in the County's Public Records as provided below.

10.7 Certification and Recording. A copy of each amendment to the Articles of Incorporation shall be filed with the Secretary of State and recorded in the Official Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted. An amendment becomes legally effective when filed and recorded as provided herein.

#### ARTICLE XI. REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association is located at 8109 Camminare Drive, Sarasota, Florida; and the Association's registered agent at this address is Castle Management, LLC. The Association's Board of Directors may, from time to time, change its registered office or agent in the manner provided by law and without having to amend these Articles of Incorporation.

## ARTICLE XII. MISCELLANEOUS

12.1 Interpretation. Unless defined herein, terms used herein shall have the same meaning as provided in the Declaration. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable and arbitrary. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable and arbitrary shall conclusively establish the validity of such interpretation.

12.2 Interpretation. If a term is not defined herein or in the Declaration or is deemed ambiguous, the Board of Directors shall be responsible for defining the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the community or refer to a common dictionary when defining a term. The Board of Directors' definition shall be binding on all parties unless wholly unreasonable and arbitrary. A written opinion rendered by legal counsel that a definition adopted by the Board of Directors is not wholly unreasonable and arbitrary shall conclusively establish the validity of such definition.

12.3 Conflicts. The term "Governing Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations of the Association, as well as all recorded Plats, drawings and other graphic descriptions of Units, easements and other exhibits to the Declaration. In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict in any of the Governing Documents, the documents shall control in the following order: the Declaration, Articles of Incorporation, Bylaws, and then the Rules and Regulations.

12.4 Gender. The use of the terms "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.5 Severability. In the event that any provisions of these Articles of Incorporation are deemed invalid, the remaining provisions shall be deemed in full force and effect.

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

## CERTIFICATE

VILLAGEWALK OF SARASOTA HOMEOWNERS ASSOCIATION, INC.  
A Florida Not For Profit Corporation

These amendments to the Articles of Incorporation of Villagewalk of Sarasota Homeowners Association, Inc. were duly properly and duly adopted at the October 22nd, 2024 membership meeting and the October 22nd, 2024 meeting of the Board of Directors.

IN WITNESS WHEREOF, the undersigned officers of the Association have caused these amendments to the Articles of Incorporation to be executed on this 7th day of November, 2024.

By:   
President

(Corporate Seal)

Attested by:   
Secretary

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

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

Dated 11 November 2024

Signature Joseph Rosenthal

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

Joseph Rosenthal

\_\_\_\_\_  
(Typed or printed name of person signing)

President

\_\_\_\_\_  
(Title of person signing)