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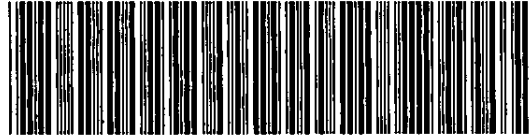
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SECRETARY OF STATE
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MAR 29 2016
C. CARROTHERS

DANIEL J. LOBECK
MARK A. HANSON*

MICHELLE A. STELLACI
DAVID J. FREDERICKS
LEAH E. ELLINGTON

2033 MAIN STREET, SUITE 403
SARASOTA, FL 34237
(941) 955-5622
FAX (941) 951-1469

E-MAIL law@lobeckhanson.com
INTERNET www.lobeckhanson.com

THE LAW OFFICES OF
LOBECK & HANSON

PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS
CIVIL LITIGATION
PERSONAL INJURY
FAMILY LAW
LAND USE LAW
ESTATES AND TRUSTS

March 21, 2016

*FLA. SUPR. CT. CERTIFIED MEDIATOR

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

Re: Certificate of Amendment
Ancient Oaks Homeowners' Association, Inc.

To Whom It May Concern:

Please find enclosed an original Certificate of Amendment and attached Amended and Restated Articles of Incorporation for the above-referenced corporation and a check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Sincerely,



Leah E. Ellington

LEE/pft
Enclosure

CERTIFICATE OF AMENDMENT

ARTICLES OF INCORPORATION

ANCIENT OAKS HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved and adopted at the Annual Meeting of the Association Membership of Ancient Oaks Homeowners' Association of Manatee County, Inc., held on December 8, 2015, and reconvened on January 26, 2016 by not less than a majority vote of the entire membership of the Association which is sufficient for adoption pursuant to Article X of the Articles of Incorporation.

DATED this 18 day of March, 2016.

Signed, sealed and delivered
in the presence of:

sign: Tracy L. Goetz
print: Tracy L. Goetz
sign: Janet Feliciano
print: JANET FELICIANO

ANCIENT OAKS HOMEOWNERS'
ASSOCIATION OF MANATEE COUNTY, INC.
By: Wayne B. Kidd
Wayne Kidd, President

2016 MAR 24 PM 4:34
CLERK OF STATE
TALLAHASSEE, FLORIDA

FILED

Signed, sealed and delivered
in the presence of:

sign: Tracy L. Goetz
print: Tracy L. Goetz
sign: Janet Feliciano
print: JANET FELICIANO

By: Daniel E. Barker
Daniel Barker, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 18th day of March, 2016, by Wayne Kidd, as President of Ancient Oaks Homeowners' Association of Manatee County, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign *Cheryl Kaehn*

print Cheryl Kaehn

State of Florida at Large (Seal)

My Commission expires: 1/8/19



STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 18th day of March 2016, by Daniel Barker, as Secretary of Ancient Oaks Homeowners' Association of Manatee County, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

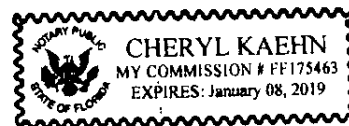
NOTARY PUBLIC

sign *Cheryl Kaehn*

print Cheryl Kaehn

State of Florida at Large (Seal)

My Commission expires: 1/8/19



Prepared by: Leah E. Ellington, Esq.
2033 Main Street, Suite 403
Sarasota, FL 34237

AMENDED AND RESTATED ARTICLES OF INCORPORATION

ANCIENT OAKS HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC.

A Florida Corporation, Not-for-Profit

These are the Articles of Incorporation of ANCIENT OAKS HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC., a not-for-profit corporation under Chapter 617 Florida Statutes:

2016 MAR 24 PM 4:34
CLERK OF DISTRICT COURT
MANATEE COUNTY, FLORIDA

FILED

ARTICLE I. NAME

The name of the corporation shall be ANCIENT OAKS HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC. (herein "Association").

ARTICLE II. PRINCIPAL OFFICE

The mailing address and principal office and place of business of the Association shall be 9031 TOWN CENTER PKWY., BRADENTON, FL 34202. The Association Board of Directors may change the location of the principal office of the Association and its mailing address from time to time as provided by law.

ARTICLE III. DURATION

The period of duration of the Association is perpetual.

ARTICLE IV. PURPOSE

The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its Members. By way of explanation and not limitation, the purposes for which the Association is organized are:

(a) To be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as set forth in the Declaration, these Articles of Incorporation and the Bylaws of the Association (herein "the Governing Documents") as provided by law; and

(b) To provide an entity for the furtherance of the interests of the owners of the Declaration of Maintenance and Land Use Provisions (herein "the Declaration") for Ancient Oaks, a subdivision in Manatee County, Florida (herein "the Subdivision"); and

(c) To provide for the ownership, operation, maintenance and preservation of the Common Areas, improvements and of any easements owned by or granted to the Association pursuant to that certain Declaration and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in the Declaration and in these Articles; and

- (d) To provide for architectural and occupancy control within the subdivision.

ARTICLE V. POWERS

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

General Powers. In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws of the Association, may be exercised by the Board of Directors:

A. To purchase, own, hold, improve, build upon, operate, maintain, convey, transfer, dedicate for public use, 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.

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 other acts necessary or expedient of carrying on any of the activities of the Association and pursuing any 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 establish a budget and to fix regular and special assessments to be levied against all lots which are subject to assessment pursuant to the 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. To use proceeds of assessments in the exercise of its powers and duties.

D. To place liens against any lot subject to assessment of delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

E. To hold funds solely and exclusively for the benefit of the Members of the Association for the purposes set forth in these Articles of Incorporation.

F. To adopt, promulgate, and enforce rules, regulations, bylaws, covenants, restrictions, and agreements in order to effectuate the purposes for which the Association is organized.

G. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

- H. To manage, control, operate, maintain, repair and improve the Common Areas.
- I. To pay all taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.
- J. 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 Declaration of Maintenance and Land Use Provisions.
- K. To purchase insurance upon the Association property for the protection of the Association and its Members.
- L. To reconstruct the Association property and improvements after casualty and to further improve the property, if required.
- M. To enter into contracts and agreements for providing services to the Association.
- N. To purchase lots in the Association subdivision, to foreclose on Association liens against lots of owners, to convey, lease, mortgage, and improve lots owned by the Association.
- O. To operate any storm water management and discharge facility serving the Subdivision. Operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.
- P. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.
- Q. Contract for services, such as to provide for operation and maintenance if the Association contemplates employing a maintenance company.
- R. To dedicate and grant easements for ingress and egress and the installation, maintenance, construction and repair of utilities and facilities, including, but not limited to, electric power, telephone, cable television and services, governmental purposes, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal, emergency services, and the like as it deems to be in the best interest of, and necessary and proper for the owners of the Association.
- S. To borrow monies and execute evidences of indebtedness, securing such loans with the assessments of the Association.
- T. All of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws and the Declaration.

Emergency Powers. For purposes of this Article only, an emergency exists during a period of time that the Subdivision, or the immediate geographic area in which the Subdivision 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 Subdivision. During an emergency as defined herein, the Association's Board of Directors may exercise the emergency powers provided to Florida corporations by Section 617.0207 and Section 617.303, Florida Statutes, and as may be provided in Chapter 720, Florida Statutes.

Limitations and Restrictions. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article.

ARTICLE VI. QUALIFICATIONS OF MEMBERSHIP

General. The Association shall be a membership corporation without certificates or shares of stock. The record title owner ("Owner") of each Lot or Unit within the lands subjected to the Declaration ("Lot") shall be a Member of the Association. The rights and obligations of a Member may not be assigned or delegated except as provided in the Declaration, these Articles of Incorporation, or the Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot. Change of an Owner's membership in the Association shall be established by recording in the Office of the Clerk of the Circuit Court of Manatee County, Florida, a deed or other instrument establishing record title to a Lot. Upon such recordation, the Owner designated by such instrument shall become a Member of the Association and the membership of the prior Owner shall terminate, 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.

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 Lot.

List of Members. 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 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 Manatee County or make other inquiry to determine the status and correctness of the list of Members of the Association maintained by him and shall be

entitled to rely upon the Association's records until notified in writing of any change in ownership.

ARTICLE VII. VOTING RIGHTS

Each lot in the Subdivision shall be entitled to one vote (1) in all Association matters submitted to the membership, and the owner of the lot shall be entitled to cast the vote in his discretion. Notwithstanding the foregoing, where a single dwelling unit has been constructed on more than one lot, such lots shall be entitled to vote and shall be assessed in like fashion (for example, a unit on one and one-half lots would pay one and one-half assessments and have one and one-half votes in Association matters).

ARTICLE VIII. BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors as provided in the Bylaws.

ARTICLE IX. OFFICERS

The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The Board may by resolution create other officer and assistant officer positions. The Board shall elect the Association's officers at the first Board meeting following each Association annual meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary.

ARTICLE X. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association indemnifies any Director or officer made a party to or threatened to be made a party to any threatened, pending, or completed action, suit, or proceedings:

(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 completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, officer, or agent of the Association. Such indemnification shall include indemnification against expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by the indemnified person in connection with such action, suit, or proceeding, if such person acted in good faith and 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 proceedings, such person had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his or her duty to the Association, unless, and then only to the extent that, the court in which such action or suit was

brought shall determine upon application that despite the adjudication of liability, in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he 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.

(b) Approval. Any indemnification under paragraph (a) above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper under the circumstances because the person requesting indemnification has met the applicable standard of conduct set forth in paragraph (a) above. Such determination shall be made (i) by majority vote of the Members of the Board of Directors who were not parties to such action, suit, or proceeding, if sufficient to constitute a quorum, or (ii) if a quorum of the Board is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, in a written opinion rendered by independent legal counsel engaged by the Association, or (iii) by a majority vote of the voting interests of the Members.

(c) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in any specific case upon receipt of a written agreement by or on behalf of the affected Director, officer, employee, or agent to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Association as authorized in this Article.

(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 by law, under the Bylaws, or pursuant to any 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, employee, or agent of the Association, as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, 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.

ARTICLE XI. REGISTERED AGENT

The street address of the registered office of this corporation is 9031 TOWN CENTER PKWY., BRADENTON, FL 34202 and the name of the Registered Agent of this corporation at that address is ADVANCED MGMT. OF SOUTHWEST FLORIDA, INC. The Association

Board of Directors may change the Association's registered office and registered agent from time to time as permitted by law.

ARTICLE XII. BYLAWS

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

ARTICLE XIII. AMENDMENTS

These Articles may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting an amendment may be proposed by either the Board of Directors of the Association or by ten percent (10%) of the Members of the Association petitioning for a membership meeting. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in his absence, and a Meeting of the Members of the Association shall be called not later than sixty (60) days from the receipt by him of the proposed amendment or amendments. Except as elsewhere provided, an amendment must be approved by more than one-half (1/2) of the total votes of the Association membership.

(c) Limitation and Recording. As elsewhere provided, however, no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of Members without approval in writing by all Members so affected. No amendment shall be made that is in conflict with the Declaration. A copy of each amendment shall be recorded in the Public Records of Manatee County, Florida. Amendments to these Articles shall become effective upon recordation unless a later effective date is specified therein.

ARTICLE XIV. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because the Director or officer's votes are counted for such purpose. Directors and officers shall disclose all actual or potential conflicts of interest to the Board prior to any such discussion or vote. If a conflict is timely and fully disclosed, no Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

(b) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board at which a contract or transaction with an interested Director is to be considered.

ARTICLE XV. DISSOLUTION OF THE ASSOCIATION

Upon expiration of the term of the aforementioned Declaration of Maintenance and Land Use Provisions for Ancient Oaks, the Association may be dissolved upon a resolution to that effect being approved by 2/3rds of the Members or if a judicial decree is necessary as provided for in Section 617.05, Florida Statutes, or any statute of similar import then in effect.

Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(a) The property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted then the surface water management system shall be dedicated to a similar non-profit corporation;

(b) Dedication to any applicable municipal or other governmental authority, public body, or non-profit organization with similar purposes, or any property determined by the Board of Directors of the Association to be appropriate for such dedication in which the authority is willing to accept;

(c) Except as may be otherwise provided by the terms of the Declaration, all remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the lots in the Subdivision prorated to the number of votes attributable to such lots pursuant to Article VII hereof, and the share of each shall be distributed to the then owners thereof.