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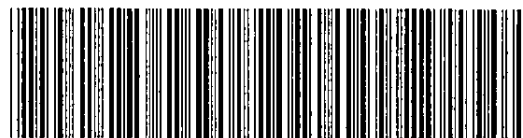
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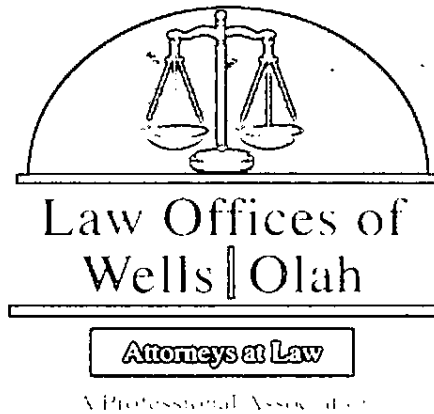
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TREASURY

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.  
Brett M. Sarason, Esq.

June 14, 2017

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

Re: Certificate of Amendment  
Isles of Sarasota Homeowners Association, Inc.

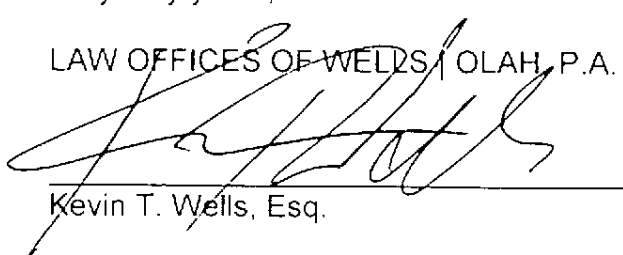
Dear Sir or Madam:

Please file the enclosed original Amendments to the Articles of Incorporation for the above-referenced corporation. Also enclosed is an Association check 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.

  
Kevin T. Wells, Esq.

KTW/elp  
Enclosures

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)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**AMENDMENTS TO  
ARTICLES OF INCORPORATION**

**ISLES OF SARASOTA HOMEOWNERS ASSOCIATION, INC.  
a Florida not for profit corporation**

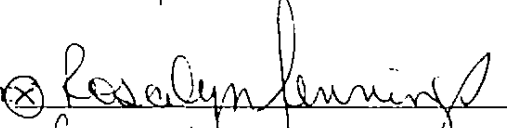
We hereby certify that the attached amendments to the Articles of Incorporation of **ISLES OF SARASOTA HOMEOWNERS ASSOCIATION, INC.** (herein, the "Association") were proposed by the Board of Directors at a meeting held on March 13, 2017 and were duly adopted by not less than a majority the total voting interests present at the Annual Membership Meetings of the Association held on March 30, 2017 and reconvened on April 13, 2017, as required by Article XIII of the Articles of Incorporation. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable Florida law.

The Declaration of Covenants, Conditions, and Restrictions of **ISLES OF SARASOTA** was originally recorded at Official Records Instrument #2005165352 of the Public Records of Sarasota County, Florida.

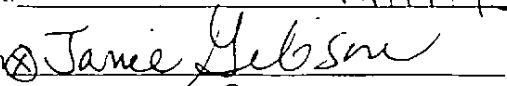
Dated this 25<sup>th</sup> day of April, 2017.

Signed, sealed and  
delivered in the presence of:

**ISLES OF SARASOTA HOMEOWNERS  
ASSOCIATION, INC.**


Sign:   
Print: ROSALYN JENNINGS

By:   
Ken Keys, President

Sign:   
Print: JAMIE GIBSON

Sign: X Rosalyn Jennings  
Print: ROSALYN JENNINGS  
Sign: X Janice Gibson  
Print: Janice Gibson

ATTEST:

By:   
Robert Stickney, Secretary

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

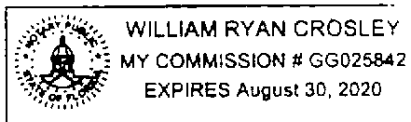
The foregoing instrument was acknowledged before me this 25 day of April, 2017, by Ken Keys as President of Isles of Sarasota Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Sign: Wm R. Crosley  
Print: William R. Crosley  
State of Florida at Large (Seal)  
My Commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25 day of April, 2017, by Robert Stickney as Secretary of Isles of Sarasota Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

Sign: Wm R. Crosley  
Print: William R. Crosley  
State of Florida at Large (Seal)  
My Commission expires:

---

**ISLES OF SARASOTA HOMEOWNERS ASSOCIATION, INC.**

**ARTICLES OF INCORPORATION**

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**AMENDMENTS**

**ARTICLES OF INCORPORATION  
OF  
ISLES OF SARASOTA HOMEOWNERS ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

*[Additions are indicated by underline; deletions by ~~strike-through~~]*

PLEASE NOTE LANGUAGE ADDED OR REMOVED TO SATISFY FLORIDA LAW OR TO REMOVE  
OBSOLETE DEVELOPER REFERENCES IS INDICATED BY SHADING.

The membership of the **ISLES OF SARASOTA HOMEOWNERS ASSOCIATION, INC.** (herein, the "Association") in accordance with the provisions of Chapters 617 and 720, Florida Statutes, hereby substantially amend the Articles of Incorporation as follows: In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

1. The Association was originally incorporated on August 25, 2004, pursuant to Chapter 617 of the laws of the State of Florida by filing the original Articles of Incorporation ("Original Articles") with the Florida Secretary of State, Division of Corporations.
2. The original Articles of Incorporation of the Association ("Original Articles") ~~were~~ are hereby duly amended and restated in their entirety in 2005 in accordance with the provisions of Section 617.1007(1), Florida Statutes, and Article X of the Original Articles by the Board of Directors of the Association.
3. ~~The These~~ 2005 Amended and Restated Articles of Incorporation were approved ~~contain amendments to the Original Articles which require the approval~~ by not less than one hundred percent (100%) of the entire Board of Directors ("Board") of the Association, pursuant to Article XIII of the Original Articles.
4. These amendments to the Amended and Restated Articles of Incorporation were duly proposed and adopted by the written consent of a majority of the Association's Board of Directors at a Board meeting dated March 13, 2017, and by a majority of the Association's total Voting Interests present at the March 30, 2017 and reconvened April 13, 2017 membership meeting, in accordance with the provisions of Article XIII of the Amended and Restated Articles of Incorporation the Original Articles, by Unanimous Written Consent of the Board dated May 4, 2005.
5. These amendments to the Amended and Restated Articles of Incorporation have been duly executed by the President and Secretary of the Association on the dates hereinafter set forth on the execution page.

- 46 6. As so adopted, these amendments to the Amended and Restated Articles of Incorporation  
47 replace the previously Amended and Restated Articles of Incorporation ~~Original Articles~~ in  
48 their entirety and are substituted therefor.

50 **ARTICLE 1.**  
51 **DEFINITIONS**

52  
53 The following words and phrases when used in these Articles of Incorporation (unless the context  
54 clearly reflects another meaning) shall have the following meanings:

55  
56 1. ~~Articles~~ means these Articles of Incorporation and any amendments hereto.

57  
58 2. ~~Assessments~~ means the assessments for which all Owners are obligated to the  
59 Association and includes "Individual Home Assessments," "Neighborhood Assessments" and "Special  
60 Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are  
61 levied by the Association in accordance with the Isles of Sarasota Documents.

62  
63 3. ~~Association~~ means the Isles of Sarasota Homeowners Association, Inc., a Florida  
64 corporation not for profit. The "Association" is NOT a condominium association and is not intended to be  
65 governed by Chapter 718, the Condominium Act, Florida Statutes.

66  
67 4. ~~Association Property~~ means the property more particularly described in Article II of the  
68 Declaration.

69  
70 5. ~~Board~~ means the Board of Directors of the Association.

71  
72 6. ~~Bylaws~~ mean the Bylaws of the Association and any amendments thereto.

73  
74 7. ~~Community Expenses~~ means the expenses for which Owners are liable to the Association  
75 as described in the Declaration and any other Isles of Sarasota Documents and include, but are not limited to,  
76 the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or  
77 repairing, but not reconstructing, replacing or improving, the Association Property and improvements thereon  
78 and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or  
79 under any other Isles of Sarasota Documents.

80  
81 8. ~~County~~ means Sarasota County, Florida.

82  
83 9. ~~Declarant~~ means DiVosta Homes, LP, a Delaware limited partnership, and any successor  
84 or assign thereof to which DiVosta Homes, LP specifically assigns all or part of the rights of Declarant under  
85 the Declaration by an express written assignment, whether recorded in the Public Records of the County or  
86 not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to  
87 which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or  
88 obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent  
89 declarant

91 10. ~~"Declaration" means the Declaration of Covenants, Conditions and Restrictions for Isles of~~  
92 ~~Sarasota, which is intended to be recorded amongst the Public Records of the County, and any amendments~~  
93 ~~thereto.~~

94  
95 11. ~~"Director" means a member of the Board.~~

96  
97 12. ~~"Home" means a residential dwelling unit constructed or to be constructed within Isles of~~  
98 ~~Sarasota, which is designed and intended for use and occupancy as a single family residence. The term~~  
99 ~~"Home" shall include the Lot as defined in the Declaration.~~

100  
101 13. ~~"HOA Act" means the homeowners' association act, Chapter 720, Florida Statutes as~~  
102 ~~amended through the date of the Declaration amongst the Public Records of the County.~~

103  
104 14. ~~"Member" means a member of the Association.~~

105  
106 15. ~~"Owner" means the record owner, whether one or more persons or entities, of the fee simple~~  
107 ~~title to any Home within Isles of Sarasota, and includes Declarant for as long as Declarant owns fee simple~~  
108 ~~title to a Home, but excluding therefrom those having such interest as security for the performance of an~~  
109 ~~obligation.~~

110  
111 16. ~~"Isles of Sarasota" means that planned residential development located in the County, which~~  
112 ~~will consist of the land set forth in Exhibit "B" of the Declaration and may be expanded or contracted by the~~  
113 ~~recording of one or more Supplemental Declaration(s).~~

114  
115 17. ~~"Isles of Sarasota Documents" means in the aggregate the Declaration, these Articles and~~  
116 ~~the Bylaws and all of the instruments and documents referred to therein, including, but not limited to, any~~  
117 ~~Amendment(s) and Supplemental Declaration(s).~~

118  
119 ~~Unless otherwise defined herein, The terms used in these Articles of Incorporation shall be as~~  
120 ~~defined in the Declaration, as it is amended from time to time, which definitions are incorporated herein by~~  
121 ~~reference and shall appear in initial capital letters each time such terms appears in these Articles.~~

122  
123 **ARTICLE 2.**  
124 **NAME AND PRINCIPAL ADDRESS**

125  
126 2.1 **Name.** The name of this corporation shall be **ISLES OF SARASOTA HOMEOWNERS**  
127 **ASSOCIATION, INC.,** a Florida corporation not for profit (herein, the "Association").

128  
129 2.2 **Principal Address.** The Association's ~~whose~~ principal address and mailing address ~~is~~  
130 5901 Benevento Drive, Sarasota, Florida 34238 ~~4500 PGA Boulevard, Suite 400, Palm Beach Gardens,~~  
131 ~~Florida 33448. The Association's Board of Directors shall have the authority to change the Association's~~  
132 principal address in the manner provided by law.



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**ARTICLE 3.**  
**PURPOSES**

139 The purposes for which the Association is organized, include without limitation, to provide an entity  
140 pursuant to Chapter 720, Florida Statutes, as subsequently amended from time to time (herein, the "HOA  
141 Act"), for the operation of ISLES OF SARASOTA and to take title to, operate, administer, manage, lease and  
142 maintain the Association Property in accordance with the terms of, and purposes set forth in, the Isles of  
143 Sarasota Documents and to carry out the covenants and enforce the provisions of the Isles of Sarasota  
144 Documents.

145  
146  
147  
148

**ARTICLE 4.**  
**POWERS**

149 The Association's Board of Directors shall have the following powers and shall be governed by the  
150 following provisions:

151  
152 A. The Association shall have all of the common law and statutory powers of a corporation not  
153 for profit not in conflict with the terms of the Isles of Sarasota Documents.

154  
155 B. The Association's Board of Directors shall have all of the powers granted to the Association  
156 in the Isles of Sarasota Documents. All of the provisions of the Declaration and Bylaws which grant powers to  
157 the Association are incorporated into these Articles.

158  
159 C. The Association's Board of Directors shall have all of the powers reasonably necessary to  
160 operate the Association and to implement the purposes of the Association, including, but not limited to, the  
161 following:

162  
163 1. To perform any act required or contemplated by it under the Isles of Sarasota  
164 Documents.

165  
166 2. To make, establish, amend and enforce reasonable rules and regulations governing  
167 the use of the Association Property and the Lots.

168  
169 3. To make, amend, levy and collect Assessments for the purpose of obtaining funds  
170 from its Members to pay Community Expenses and other costs defined in the Declaration and costs of  
171 collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of  
172 the Association.

173  
174 4. To own, maintain, repair, replace, operate and convey the Association Property and  
175 Lots in accordance with the Isles of Sarasota Documents and to maintain and operate the water management  
176 system as permitted by the Southwest Florida Water Management District.

177  
178 5. To enforce by any and all appropriate legal means the obligations of the Members  
179 and the provisions of the Isles of Sarasota Documents.

181 6. To employ personnel, retain independent contractors and professional personnel,  
182 and enter into service contracts to provide for the maintenance, operation, administration and management  
183 of the Association Property and to enter into any other agreements consistent with the purposes of the  
184 Association, including, but not limited to, agreements with respect to professional management of the  
185 Association Property and to delegate to such professional manager certain powers and duties of the  
186 Association and/or its Board of Directors.

187  
188 7. To enter into the Declaration and any amendments thereto and instruments referred  
189 to therein.

190  
191 8. To provide, to the extent deemed necessary by the Board, any and all services and  
192 do any and all things which are incidental to or in furtherance of things listed above, by Florida law or to carry  
193 out the Association mandate to keep and maintain Isles of Sarasota in a proper and aesthetically pleasing  
194 condition and to provide the Owners with services, amenities, controls and enforcement which will enhance  
195 the quality of life at Isles of Sarasota.

196  
197 9. To borrow money and to obtain such financing as is necessary to carry out the  
198 Association's purposes and powers, including but not limited to improve, alter, maintain, repair and replace  
199 the Association Property in accordance with the Declaration and, as security for any such loan, to collaterally  
200 repaying any such loan.

201  
202 10. To purchase insurance upon the Association Property and insurance for the  
203 protection of the Association, its Board of Directors, Officers, and its Members as Lot Owners.

204  
205 11. 40- Notwithstanding anything contained herein to the contrary, the Association shall be  
206 required to obtain the approval of a majority seventy-five percent (75%) of all Voting Interests present (in  
207 person or by proxy) Members at a duly called meeting of the Members at which a quorum is present) prior to  
208 the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or  
209 investigating any lawsuit, or commencing any lawsuit, other than for the following purposes:

210  
211 (a) the collection of Assessments, finances, or other monetary obligations due to  
212 the Association;

213  
214 (b) the collection of other charges or amounts which Owners are obligated to  
215 pay pursuant to the Isles of Sarasota Documents or Rules ;

216  
217 (c) the enforcement of any applicable use and occupancy restrictions  
218 contained in the Isles of Sarasota Documents or Rules;

219  
220 (d) dealing with an emergency when waiting to obtain the approval of the  
221 Members creates a substantial risk of irreparable injury to the Association Property or to Members) (the  
222 imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the  
223 requisite vote of seventy five (75%) of the Members; or

224  
225 (e) filing a compulsory counterclaim; or

(f) any lawsuit, mediation, arbitration or legal action approved by one hundred percent (100%) of the Board of Directors of the Association.

12. 44. To veto any action taken or contemplated to be taken by the any Neighborhood Association Committee which the Board reasonably determines to be adverse to the interests of the Association or its Members. The Association also shall have the power to require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association Committee, and to require that a proposed budget include certain items and that specific expenditures be made.

(a) Any action required by the Association in a written notice pursuant to the foregoing paragraph to be taken by the a Neighborhood Association Committee shall be taken within the reasonable time frame set by the Association in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood Association Committee.

(b) To cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall Assess the Homes and/or Lots in the such Neighborhood for their pro rata share of any expenses incurred by the Association in taking such action in the manner provided above. Such Assessments may be collected as a Special Assessment hereunder and shall be subject to all lien rights provided for herein.

D. To the extent allowed by law, unless specifically prohibited by the Isles of Sarasota Documents, and consistent with Section 617.0830, Florida Statutes and Section 720.316, Florida Statutes, the Association's 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 Isles of Sarasota Subdivision, may exercise the following powers:

1. Conduct Board 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.

2. Cancel and reschedule any Association meeting(s).

3. Designate assistant officers who are not Directors. 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.

4. Relocate the Association's principal office or designate an alternative principal office.

5. Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.

270 6. Implement a disaster plan before or immediately following the event for which a  
271 state of emergency is declared, which may include, but is not limited to, turning on or shutting off elevators,  
272 electricity, water, sewer, or security systems; or air conditioners for Association buildings.  
273

274 7. Based upon the advice of emergency management officials or upon the advice of  
275 licensed professionals retained by the Board, determine any portion of the Association Property unavailable  
276 for entry or occupancy by Owners or their family members, tenants, guests, agents, or invitees to protect their  
277 health, safety, or welfare.  
278

279 8. Based upon the advice of emergency management officials or upon the advice of  
280 licensed professionals retained by the Board, determine whether the Association Property can be safely  
281 inhabited or occupied. However, such determination is not conclusive as to any determination of habitability  
282 pursuant to the Declaration.  
283

284 9. Mitigate further damage, including taking action to contract for the removal of debris  
285 and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet  
286 drywall, insulation, carpet, cabinetry, or other fixtures on or within the Association Property.  
287

288 10. Notwithstanding a provision to the contrary, and regardless of whether such  
289 authority does not specifically appear in the Declaration or other recorded governing documents, levy special  
290 assessments without a vote of the Owners.  
291

292 11. Without Owners' approval, borrow money and pledge Association assets as  
293 collateral to fund emergency repairs and carry out the duties of the Association if operating funds are  
294 insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to  
295 such restrictions contained in the Declaration or other recorded governing documents.  
296

297 The authority granted under Article 4.D. is limited to that time reasonably necessary to protect the health,  
298 safety, and welfare of the Association and the Lot Owners and their family members, tenants, guests, agents,  
299 or invitees, and to mitigate further damage and make emergency repairs.  
300

## 301 **ARTICLE 5.**

### 302 **MEMBERS AND VOTING**

### 303

304 The qualification of Members of the Association, the manner of their admission to membership, the  
305 manner of the termination of such membership and the manner of voting by Members shall be as follows:  
306

307 ~~A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is~~  
308 ~~recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association~~  
309 ~~shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one~~  
310 ~~(1) and only vote on all matters requiring a vote of the membership.~~  
311

312 ~~B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining~~  
313 ~~Homes until each such Home is conveyed to another Owner, and thereupon and thereafter each and every~~

Owner, including Declarant as to Homes owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

A. G. Membership in the Association for Owners ~~other than Declarant~~ shall be established by the acquisition of ownership of fee simple title to a Home as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. ~~Where title to a Home is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person,~~ Persons or entity thereby acquiring title to a such Home shall promptly not be a Member unless or until such Owner shall deliver a true copy of a recorded deed or other instrument of acquisition of title to the Association.

B. D. The Association shall have only one (1) class ~~two (2) classes~~ of voting membership.:

1. ~~"Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class B Member, Each Member~~ of whom shall be entitled to one (1) vote for each Home owned. There shall be one indivisible vote per Home.

2. ~~"Class B Members" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events (Turnover Date"):~~

(i) ~~Three (3) months after the conveyance of ninety percent (90%) of the Homes by Declarant, as evidenced by the recording of instrument of conveyance of such Homes amongst the Public Records of the County; or~~

(ii) ~~At such time as Declarant shall designate in writing to the Association.~~

~~On the Turnover Date, Class A Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.~~

~~E. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Homes, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Isles of Sarasota Documents.~~

C. F. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Home.

D. G. Any Member who conveys or loses title to a Home by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Home and shall lose all rights and privileges of a Member resulting from ownership of such Home.

E. H. There shall be only one (1) vote for each Home, ~~except for the Class B Members as set forth herein.~~

359           1.       If there is more than one Member with respect to a Home as a result of the fee  
360 interest in such Home being held by more than one natural person, such Members collectively shall be  
361 entitled to only one (1) vote. The vote of the Owners of a Home owned by more than one natural person ~~or by~~  
362 ~~a corporation or other legal entity~~ shall be cast by the person named in a certificate signed by all of the  
363 Owners of the Home.

364  
365           2.       If a Home is owned by a corporation, the corporation must designate an officer or  
366 director of the corporation as the Voting Representative.

367  
368           3.       If a Home is owned by a LLC, the LLC must designate a member of the LLC as the  
369 Voting Representative.

370  
371           4.       If a Home is owned by a partnership, the partnership must designate a partner of the  
372 partnership as the Voting Representative.

373  
374           5.       If a Home is owned by a trust, the trustee must designate a trustee, grantor or  
375 beneficiary of the Trust who resides in the Home as the Voting Representative.

376  
377           6.       If a Home is owned by any other non-natural legal entity, the legal entity must  
378 designate as its Voting Representative a person with substantial involvement with the day-to-day operation  
379 and affairs of the entity as the Voting Representative, or, if appropriate, by properly designated officers,  
380 partners or principals of the respective legal entity ("Voting Owner").

381  
382       The Designation of the Voting Representative must occur on a certificate drafted and provided by the  
383 Association for this purpose and must be timely filed with the Manager or Secretary of the Association prior to  
384 the membership meeting or any lawful adjournment thereof, and such certificate shall be valid until revoked  
385 by a subsequent certificate or transfer of the fee simple title to the Home. If such a certificate is not timely filed  
386 with the Manager or Secretary of the Association, the vote of such Home shall not be considered for a quorum  
387 or for any other purpose.

388  
389       Notwithstanding the foregoing provisions, whenever any Home is owned by a husband and wife they  
390 may, but shall not be required to, designate a Voting Representative Owner. In the event a certificate  
391 designating a Voting Representative Owner is not filed by the husband and wife, the following provisions shall  
392 govern their right to vote:

393  
394           1.       When both are present at a meeting, each shall be regarded as the agent and proxy  
395 of the other for purposes of casting the vote for each Home owned by them. In the event they are unable to  
396 concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that  
397 meeting, but shall count for purposes of establishing a quorum.

398  
399           2.       When only one (1) spouse is present at a meeting, the person present may cast the  
400 Home vote without establishing the concurrence of the other spouse, absent any prior written notice to the  
401 contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other  
402 spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Home's vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

F. A quorum at a membership meeting shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

G. J. Lakeside at the Isles Neighborhood Neighborhoods.

1. Only a Condominium Unit located in **LAKESIDE AT THE ISLES ON PALMER RANCH SECTION I, A CONDOMINIUM** (herein, "Lakeside at the Isles") Every Home and/or Lot shall be located within a Neighborhood. The Homes and/or Lots within Lakeside at the Isles are subject to the Declaration of Condominium for Lakeside at the Isles, which contains a particular Neighborhood may be subject to additional covenants and restrictions. Any Neighborhood may elect a Neighborhood Committee to represent the interests of the Owners of Homes and/or Lots within such Neighborhood.

2. Each Neighborhood Committee, Upon the affirmative vote, written consent, or a combination thereof, of the majority of Owners within the Lakeside at the Isles Neighborhood, the Lakeside at the Isles on Palmer Ranch Section I Condominium Association, Inc. may request that the Association provide a higher level of service or special services for the benefit of Homes and/or Lots in the Lakeside at the Isles such Neighborhood, the cost of which shall be Assessed solely against the Lakeside at the Isles benefited Homes and/or Lots as a Neighborhood Assessment.

3. ~~Each Subsequent Amendment filed to subject Uncommitted Lands to the Declaration, may assign the property described therein to a specific Neighborhood by name, which Neighborhood may be then existing or newly created. Declarant may unilaterally amend the Declaration or any Subsequent Amendment to redesignate Neighborhood boundaries; provided, two or more Neighborhoods shall not be combined without the consent of Owners of a majority of the Homes and/or Lots in the affected Neighborhoods.~~

4. ~~The Owner(s) of a majority of the total number of Homes and/or Lots within any Neighborhood may at any time petition Declarant, and the Board of Directors to divide the property comprising the Neighborhood into two or more Neighborhoods. Such petition shall be in writing and shall include a survey of the entire parcel which indicates the boundaries of the proposed Neighborhood(s), or otherwise identifies the Homes and/or Lots to be included within the proposed Neighborhood(s). All applications and copies of any approvals or denials shall be filed with the books and records of the Association and shall be maintained as long as the Declaration is in effect.~~

5. ~~The Class "A" Members within each Neighborhood shall be entitled to have one Voting Member for each 50 Homes and/or Lots within the Neighborhood (rounded up or down to the nearest 50). [If the number of Homes and/or Lots is exactly in the middle, e.g. 75 homes and/or Lots, then round up to the nearest 50.] "Voting Member" shall mean and refer to the representatives selected by the Members of~~

each Neighborhood to be responsible for casting all votes attributable to Homes in the Neighborhood for all matters coming before the Membership excepting only the election of directors, and amending this Declaration, the Articles, or the By-Laws, which matters shall be voted on by the entire Membership directly. On all Association matters requiring a Membership vote other than those set forth in the preceding sentence as excepted, each such Voting Members shall be entitled to cast that number of votes determined by dividing the total number of Class "A" votes attributable to Homes and/or Lots in the Neighborhood by the number of Voting Members representing such Neighborhood, except as otherwise specified in the Declaration or the By-Laws. Each such Voting Members shall be required to deliver such votes to the Board consistent with and reflecting the manner in which such votes are cast by the Class "A" Members.

6. The Neighborhood Committee Members from each Neighborhood shall be elected on an annual basis, either by written ballot or at a meeting of the Class "A" Members within such Neighborhood, as the Board determines; provided, upon written petition of Class "A" Members holding at least 10% of the votes attributable to Homes and/or Lots within any Neighborhood, the election for such Neighborhood shall be held at a meeting. The presence, in person or by proxy, of Class "A" Members representing at least 30% of the total Class "A" votes attributable to Homes and/or Lots in the Neighborhood shall constitute a quorum at any Neighborhood meeting. The Neighborhood Committee member who receives the greatest number of votes at the annual meeting of Neighborhood Owners shall be declared the Chairperson of the Neighborhood Committee.

7. The Board shall call for the first election of Neighborhood Committee members not later than two years after the first conveyance of a Home and/or Lot in the Neighborhood to an Owner. Subsequent elections shall be held annually thereafter. The candidate for each position on a Neighborhood Committee who receives the greatest number of votes shall be elected to serve a term of one year and until a successor is elected. Any Owner of a Home and/or Lot in the Neighborhood may submit nominations for elections or declare himself a candidate in accordance with procedures which the Board may establish.

8. Any Neighborhood Committee member or any Voting Member may be removed, with or without cause, upon the vote or written petition of Owners of a majority of the total number of Homes and/or Lots owned by Class "A" Members in the Neighborhood which such Neighborhood Committee member or Voting Member represents.

9. Until such time as the Board first calls for election of Neighborhood Committee members for a Neighborhood, The Owners of Homes and/or Lots located within the Lakeside at the Isles such Neighborhood shall may personally cast the votes attributable to their respective Homes and/or Lots on any issue requiring a vote of the Voting Members under the Declaration, the By-Laws, or the Articles.

## ARTICLE 6. TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association may shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place



and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

In the event that the Association ~~corporation~~ is dissolved, the surface water management system, real property containing the surface water management system and water management portions of the Association Property may will be conveyed to an agency of local government determined to be acceptable to the Southwest Florida Water Management District. If the local government declines to accept the conveyance, then the surface water management system, real property containing the surface water management system and water management portions of the Association Property may will be dedicated to a similar non-profit corporation.

#### ARTICLE 7. INCORPORATOR

The name and address of the original Incorporator of these Articles is as follows:

John Olinger  
4500 PGA Boulevard, Suite 400  
Palm Beach Gardens, FL 33418

#### ARTICLE 8. OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. ~~Except for officers elected prior to the Turnover Date,~~ Officers must be Members, or the parents, adult children or spouses of Members or the designated Voting Representative of a Home owned by a corporation, LLC, partnership, trust or other non-natural entity.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other Officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

#### ARTICLE IX FIRST OFFICERS

~~The names of the officers who are to serve until the first election of officers by the Board are as follows:~~

President	Jeff Bloch
Vice President	Chris Chew
Secretary/Treasurer	John Olinger

ARTICLE 9.  
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") shall be five (5). ~~three (3). The number of Directors elected by the Members at the "Initial Election Meeting" (as hereinafter defined) shall be not less than five (5) nor more than seven (7), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant appointed Directors,~~ Directors must be Members, or the parents, adult children or spouse of a Member or the designated Voting Representative of a Home owned by a corporation, LLC, partnership, trust or other non-natural entity ~~officers or directors of Members~~. There shall be only one (1) vote for each Director.

~~B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:~~

NAMES	ADDRESSES
Jeff Bloch	Divosta Homes, L.P. 4500 PGA Blvd, Suite 400- Palm Beach Gardens, FL 33418
Chris Chew	Divosta Homes, L.P. 4500 PGA Blvd, Suite 400- Palm Beach Gardens, FL 33418
John Olinger	Divosta Homes, L.P. 4500 PGA Blvd, Suite 400- Palm Beach Gardens, FL 33418

~~Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.~~

~~C. Upon the Turnover Date, the Members (including Declarant) shall be entitled to elect all the Directors. The election shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.~~

~~D. The Board shall continue to be so designated and elected, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws).~~

~~B. E. A Director (other than a Declarant appointed Director) may be removed from office upon the affirmative written vote of a majority of the total Voting Interests of Members with or without cause and for any reason deemed to be in the best interests of the Members pursuant to Section 720.303(10), Florida Statutes. A meeting of the Purchaser Members to so remove a Director (other than a Declarant appointed Director) shall be held upon the written request of ten percent (10%) of the Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.~~

583 ~~F. The Initial Election Meeting shall be called by the Association and the Neighborhoods,~~  
584 ~~through the Board, within sixty (60) days after the Members other than the Declarant are entitled to elect a~~  
585 ~~majority of Directors as provided in Paragraph C hereof. A notice of meeting shall be forwarded to all~~  
586 ~~Members in accordance with the Bylaws; provided, however, that the Members shall be given at least~~  
587 ~~fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors which shall~~  
588 ~~be elected by the Members.~~

589  
590 C. Directors shall be elected to serve two (2) year staggered terms of office, as more fully  
591 provided in the Bylaws.

592  
593 ~~G. At the Initial Election Meeting, a "staggered" term of office of the Board shall be created, as~~  
594 ~~follows:~~

595  
596 ~~1. a number equal to fifty percent (50%) of the total number of Directors rounded to the~~  
597 ~~nearest whole number is the number of Directors whose term of office shall be established at two (2) years~~  
598 ~~and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting;~~  
599 ~~and~~

600  
601 ~~2. the remaining Directors' terms of office shall be established at one (1) year.~~  
602 At each Annual Members' Meeting thereafter, as many Directors of the Association shall be  
603 elected as there are Directors whose regular term of office expires at such time, and the term of office of the  
604 Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

605  
606 ~~H. The resignation of a Director who has been designated an officer of the Association who has~~  
607 ~~been elected by the First Board shall be deemed to remise, release, acquit, satisfy and forever discharge~~  
608 ~~such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues,~~  
609 ~~sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies,~~  
610 ~~agreements, promises, variances, trespasses, successor, heir or assign of the Association or the Members~~  
611 ~~hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or~~  
612 ~~thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or~~  
613 ~~officer's willful misconduct or gross negligence.~~

614  
615 **ARTICLE 10.**  
616 **INDEMNIFICATION**

617  
618 10.1 Indemnity. The Association shall indemnify any person who was or is a party or is  
619 threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings,  
620 whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer  
621 or committee member of the Association, against expenses (including trial and appellate attorneys' fees),  
622 judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection  
623 with such action, suit or proceedings, unless: (1) a court of competent jurisdiction determines, after all  
624 available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act  
625 in good faith, nor in a manner he or she reasonably believed to be in or not opposed to the best interest of the  
626 Association, and with respect to any criminal action or proceeding, that he or she had reasonable cause to  
627 believe his or her conduct was unlawful, and (2) 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.

**10.2 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 10.1 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.

**10.3 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 in this Article 10, or as otherwise permitted by law.

**10.4 Miscellaneous.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

**10.5 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 10.

~~Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post-judgment proceedings, reasonably incurred by or imposed upon him or her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he or she becomes involved by reason of his/her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he or she is or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.~~

673 ARTICLE 11.  
674 BYLAWS  
675

676 The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or  
677 rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of  
678 these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.  
679

680 ARTICLE 12.  
681 AMENDMENTS  
682

683 ~~A. Prior to the First Conveyance, these Articles may be amended only by an instrument in~~  
684 ~~writing signed by the incorporator of these Articles and filed in the Office of the Secretary of State of the State~~  
685 ~~of Florida.~~  
686

687 ~~B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended~~  
688 ~~solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called~~  
689 ~~meeting of the Board.~~  
690

691 12.1 Proposal, Notice and Vote. ~~C. After the Turnover Date, These Articles may be amended~~  
692 ~~in the following manner:~~  
693

694 ~~1. (a) Amendments to the Articles of Incorporation may be proposed by a majority of the~~  
695 ~~Association's Board of Directors or by a written petition signed by at least thirty percent (30%) of the~~  
696 ~~Association's eligible Voting Interests. Upon proper proposal, the Board shall adopt a resolution setting forth~~  
697 ~~the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may~~  
698 ~~be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may~~  
699 ~~be submitted to the Members and voted upon by them at one meeting.~~  
700

701 ~~(b) Written notice setting forth the proposed amendment or a summary of the changes~~  
702 ~~to be effected thereby shall be given to each Member within the time and in the manner provided in the~~  
703 ~~Bylaws for the giving of notice of membership meetings.~~  
704

705 ~~(c) At such membership meeting, a vote of the Members shall be taken on the~~  
706 ~~proposed amendments. The proposed amendments shall be adopted upon receiving the affirmative approval~~  
707 ~~vote of two-thirds (2/3) a majority of the eligible Association total Voting Interests present (in person or by~~  
708 ~~proxy) and voting at such a membership meeting at which a quorum is obtained.~~  
709

710 ~~2. An amendment may be adopted by a written statement (in lieu of a meeting) signed~~  
711 ~~by all Members and all members of the Board setting forth their intention that an amendment to the Articles be~~  
712 ~~adopted.~~  
713

714 ~~D. These Articles may not be amended without the written consent of a majority of the members of~~  
715 ~~the Board.~~  
716

717 12.2 Limitation on Amendment. E-Notwithstanding any provisions of this Article ~~12 XIII~~ to the  
718 contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: ~~(i) Declarant,~~  
719 ~~without the prior written consent thereto by Declarant, for so long as Declarant holds either a leasehold~~  
720 ~~interest in or title to at least one (1) Home; and (ii) any "Institutional Mortgagee" (as such term is defined in the~~  
721 ~~Declaration) without the prior written consent of such Institutional Mortgagee.~~

722  
723 ~~F. Notwithstanding the foregoing provisions of this Article XIII, no amendment to these Articles~~  
724 ~~shall be adopted which shall abridge, amend or alter the rights of Declarant hereunder, including, but not~~  
725 ~~limited to, Declarant's right to designate and select members of the First Board or otherwise designate and~~  
726 ~~select Directors as provided in Article X hereof, nor shall any amendment be adopted or become effective~~  
727 ~~without the prior written consent of Declarant.~~

728  
729 12.3 Method of Proposing Amendments. G- Any instrument amending these Articles shall  
730 identify the particular article or articles being amended and shall provide a reasonable method to identify the  
731 amendment being made. No provision of the Articles of Incorporation may be amended by reference to its title  
732 or number only. Proposals to amend the Articles of Incorporation shall contain the full text of the provision to  
733 be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined  
734 through with hyphens. However, if the proposed change is so extensive that this procedure would hinder  
735 rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and  
736 hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately  
737 preceding the proposed amendment in substantially the following form: "Substantial rewording of Articles of  
738 Incorporation. See provision for present text." A certified copy of each such amendment shall be  
739 attached to any certified copy of these Articles, and a copy of each amendment to the Articles of Incorporation  
740 shall be filed with and certified by the Secretary of State and shall also be recorded amongst the Public  
741 Records of the County along with a Certificate of Amendment.

742  
743 **ARTICLE 13.**  
744 **REGISTERED OFFICE AND AGENT**

745  
746 The registered office of the Association shall be 5901 Benevento Drive, Sarasota, Florida 34238.  
747 The registered agent of the Association at that office shall be the Association Manager, currently William  
748 Crosley. The Board of Directors of the Association may change the Association's registered agent and  
749 office in the manner provided by law.

750  
751 **ARTICLE 14.**  
752 **MISCELLANEOUS**

753 The following miscellaneous provisions shall apply to these Articles of Incorporation and the Isles of  
754 Sarasota Documents:

755 14.1 Conflicts. The term "Isles of Sarasota Documents," as used in these Articles of  
756 Incorporation and elsewhere, shall include the Declaration of Covenants, the Articles of Incorporation, and  
757 the Bylaws, and all of the instruments and documents referred to therein, including, but not limited to, any  
758 amendments and supplement declarations. In the event of a conflict between language in any of the Isles of  
759 Sarasota Documents, the following priorities shall control:

- (i) Declaration of Covenants;  
(ii) Articles of Incorporation;  
(iii) Bylaws; and  
(iv) Rules and Regulations.

**14.2 Gender.** The use of the term "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.

**14.3 Severability.** In the event that any provisions of the Isles of Sarasota Documents are deemed invalid, the remaining provisions shall be deemed in full force and effect.

**14.4 Definitions.** The terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Covenants, unless herein provided to the contrary, or unless the context specifically shall otherwise require.

Dated this 7 day of JUNE, 2017.

Signed, sealed and delivered:  
in the presence of:

ISLES OF SARASOTA HOMEOWNERS  
ASSOCIATION, INC.

sign Rosaleen Jennings  
print Rosaleen Jennings

By: Kenneth Keys  
Kenneth Keys, President

sign James D. Bott  
print James D. Bott

sign Ganie L. Gibson  
print Ganie L. Gibson

Attest: Robert Sticking  
Robert Sticking, Secretary

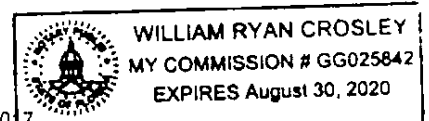
sign Brian LeBlanc  
print Brian LeBlanc

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7 day of JUNE, 2017 by Ken Keys as President of Isles of Sarasota Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC  
sign William R. Crosley  
print William R. Crosley  
State of Florida at Large (Seal)  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7 day of JUNE, 2017,  
by Robert Stidley as Secretary of Isles of Sarasota Homeowners Association, Inc., a Florida not for profit  
corporation, on behalf of the corporation. She He is personally known to me or has produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC

sign

print

William R. Crosby  
William R Crosby

State of Florida at Large (Seal)

My Commission Expires: