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Prepared by and return to:  
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**AMENDMENTS TO**  
**ARTICLES OF INCORPORATION**

**TRILLIUM HOA, INC.**  
**A Florida Not For Profit Corporation**

We hereby certify that the attached amendments to the Articles of Incorporation of **TRILLIUM HOA, INC.** (the "Association"), a Florida corporation not-for-profit, were duly adopted by a Resolution of the Board of Directors of the Association at the September 14, 2016, Board of Directors' meeting pursuant to Article X of the Articles of Incorporation. The Association further certifies that the attached amendments were proposed and adopted as required by the governing documents and by Florida law.

Dated this 22 day of Nov., 2016.

Signed, sealed and  
delivered in the presence of:

Sign: [Signature]

Print: JAMES M. FAX

Sign: [Signature]

Print: BRYAN H. ROBERTS

**TRILLIUM HOA, INC.**

By: [Signature]  
George Toscano, President

ATTEST:

By: [Signature]  
Bryan Roberts, Secretary

Sign: [Signature]

Print: JAMES M. FAX

Sign: [Signature]

Print: GEORGE TOSEANO

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of Nov, 2016, by George Toscano as President of Trillium HOA, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



JAMES M. FAIX  
MY COMMISSION # FF 985742  
EXPIRES: June 28, 2020  
Bonded Thru Budget Notary Services

NOTARY PUBLIC

Sign: [Signature]  
Print: JAMES M. FAIX  
State of Florida at Large (Seal)  
My Commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of Nov, 2016, by Bryan Roberts as Secretary of Trillium HOA, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



JAMES M. FAIX  
MY COMMISSION # FF 985742  
EXPIRES: June 28, 2020  
Bonded Thru Budget Notary Services

NOTARY PUBLIC

Sign: [Signature]  
Print: JAMES M. FAIX  
State of Florida at Large (Seal)  
My Commission expires:

FILED  
16 DEC -5 AM 11:55  
SECRETARY  
TALLAHASSEE

**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION  
OF  
TRILLIUM HOA, INC.  
(A Corporation Not For Profit)**

***[Substantial rewording of the Articles of Incorporation. See existing Articles of Incorporation and all amendments thereto for present text.]***

The Board of Directors of **TRILLIUM HOA, INC.**, a corporation not for profit under the laws of the State of Florida and a homeowners association pursuant to Chapter 720, Florida Statutes, hereby adopts the following Amended and Restated Articles of Incorporation. These Amended and Restated Articles of Incorporation supersede and replace the previous Articles of Incorporation and all amendments thereto.

**ARTICLE 1. NAME, PRINCIPAL OFFICE, AND CORPORATION INFORMATION**

1.1 **Corporate Name.** The name of this corporation is **TRILLIUM HOA, INC.** (herein, the "Association").

1.2 **Principal Office.** The principal address of the Association is 8437 Tuttle Ave., #376, Sarasota, Florida 34243. The Association's Board of Directors may change the Association's principal office from time to time in the manner provided by law.

1.3 **Additional Corporate Information.** The Association was incorporated on December 9, 2004 with the State of Florida, Secretary of State and was assigned Corporate Charter Number N04000011493. The original Declaration of Deed Restrictions for Trillium was recorded at Official Records Instrument Number 2004147154 of the Public Records of Sarasota County, Florida (herein, the "Declaration"). The Subdivision Plat of Trillium (herein, "Trillium") was recorded at Plat Book 44, Pages 35, 35A through 35D of the Public Records of Sarasota County, Florida.

1.4 **Definitions.** All terms used in these Articles of Incorporation have the same meaning, to the extent applicable, as set forth in the Declaration of Deed Restrictions. Said definitions are hereby incorporated by reference.

**ARTICLE 2. PURPOSES**

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

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

A. To promote the health, safety and social welfare of the Owners of all Lots located within Trillium that are subject to the terms of the Declaration of Deed Restrictions, as amended from time to time.

B. To maintain all Common Areas for which the obligation to maintain and repair has been assigned or delegated to the Association.

C. To furnish or otherwise provide for but not be a guarantor of private security, fire protection, and such other services as may be deemed necessary or desirable by the Board of Directors of the Association from time to time and to acquire such capital improvements and equipment as may be related thereto.

D. To provide, purchase, acquire, replace, improve, maintain and repair such improvements to the Common Areas, including, without limitation, buildings, structures, streets, sidewalks, landscaping, equipment, furniture and furnishings, both real and personal, as the Board of Directors of the Association, in its discretion, determines from time to time necessary or desirable for the promotion of the health, safety, and social welfare of the Members of the Association.

E. To carry out all of the duties and obligations assigned to it as a homeowners association under the terms of the Declaration of Deed Restrictions for Lots in Trillium and pursuant to Chapter 720, Florida Statutes, as amended from time to time.

F. The Association is to provide for the maintenance, repair, preservation and architectural control of all Common Areas within Trillium.

G. The Association may also conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit and homeowners associations in order to carry out the covenants and enforce the provisions of its Governing Documents.

### **ARTICLE 3. GENERAL 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 and a homeowners' association, which are not in conflict with the terms of its Governing Documents.

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

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, transfer, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association.

B. To make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

C. To acquire, own, operate, hold, administer, insure, maintain, repair, alter, improve, manager, and replace all real and personal property of the Association, including without limitation all Common Areas of Trillium, and specifically, the surface water management system.

D. To fix, levy, establish, and collect a budget and to fix annual and special assessments to be levied against all Lots which are subject to assessment pursuant to the aforesaid Declaration of Restrictions for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create

reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements.

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

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

G. To promulgate, adopt, amend, alter, revoke, and enforce Rules and Regulations, covenants, restrictions, and agreements that govern the Common Areas and Lots in Trillium.

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

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

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

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

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

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

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

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

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

Q. To borrow money and mortgage, pledge, deed in trust, assign, grant security interests in, or otherwise pledge its real and personal property, assessments and accounts as security for money borrowed, debts incurred or any of its other financial obligations, in the manner provided in Article 7.6 of the Bylaws of the Association.

**3.3 Emergency Powers.** To the extent allowed by law, unless specifically prohibited by the Governing Documents, and consistent with Section 617.0830, Florida Statutes, the Board of Directors, in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the area encompassed by Trillium, may exercise the following powers:

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

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

C. **Emergency Meetings.** The Board of Directors may conduct Board, committee or membership meetings after notice of the meetings and Board decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, public service announcements, conspicuous posting on the Association property, or any other means the Board deems appropriate under the circumstances. The Directors in attendance at such a Board meeting (if more than one (1) Director) shall constitute a quorum.

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

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

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

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

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

I. **Levy Special Assessments.** Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the Declaration or other Governing Documents, the Board may levy special assessments without a vote of the Lot Owners.

J. **Pledge Association Assets and Borrow Money.** Without Owners' approval and notwithstanding any other provision of the Governing Documents, the Board may borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operating funds are insufficient.

This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions contained in the Declaration or other recorded governing documents.

K. **Limitation on Authority.** The authority granted under Article 3.3 is limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the Lot Owners and their family members, tenants, guests, agents, or invitees, and to mitigate further damage and make emergency repairs.

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

#### **ARTICLE 4. MEMBERS**

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

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

4.3 **Restrain Upon Separation and Partition.** The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Lot which is the basis of his membership in the Association.

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

#### **ARTICLE 5. VOTING**

Each Member shall be entitled to one vote for each Subdivision Lot in which he or she holds a fee simple ownership. When more than one person holds such interest in any one Lot, all such persons shall be Members and the vote attributable to such Lot may be cast by any of such joint Owners. In the event more than one of the joint owners attempts to cast the vote to which their Lot is entitled, said vote shall be apportioned equally among such of the joint owners as cast the vote. All votes shall be cast in the manner provided in Article 3.14 of the Bylaws.



## **ARTICLE 6. BOARD OF DIRECTORS**

6.1 **Board of Directors.** The affairs and operation of the Association shall be managed by a Board of Directors. The number of Directors comprising the Board of Directors shall be as provided from time to time in the Bylaws of the Association, but shall be composed of three (3), five (5) or seven (7) Directors. The Directors shall satisfy all requirements contained in the Bylaws and in Chapter 720, Florida Statutes. All Directors shall be elected by the Members. Elections shall be by plurality vote of the Members.

6.2 **Terms of Office.** All Directors shall serve for terms in accordance with the provisions of the Bylaws. Any elected Director may be removed from office with or without cause by majority vote of the Members in the manner provided in the Bylaws and Chapter 720, Florida Statutes.

## **ARTICLE 7. OFFICERS**

The executive officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two or more offices, provided, however, that the office of President and Secretary (or Assistant Secretary) shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the Bylaws.

## **ARTICLE 8. CORPORATE EXISTENCE AND DISSOLUTION**

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

8.2 **Dissolution.** Upon expiration of the term or any extended term of the aforementioned Declaration of Deed Restrictions, the Association may be dissolved upon resolution to that effect being approved by two-thirds (2/3) of the Members of the Board of Directors, and, if a judicial decree is necessary at the time of dissolution, then after receipt of an appropriate decree as provided for in Chapter 617 of the Florida Statutes (2003), or any statute of similar import then in effect.

8.3 **Assets After Dissolution.** 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 surface water management system shall be conveyed or dedicated to Sarasota County, Southwest Florida Water Management District or some other appropriate governmental body, but if they will not accept same, then to a non-profit organization similar to this Corporation.

B. Any other property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

C. All remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Lots subject to assessment in equal shares, and the share of each shall be distributed to the then Owner thereof.

## **ARTICLE 9. BYLAWS**

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

## **ARTICLE 10. AMENDMENTS TO ARTICLES OF INCORPORATION**

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

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

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

## **ARTICLE 11. REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be at 8437 Tuttle Ave., #376, Sarasota, Florida 34243 and the registered agent at such address shall be James M. Faix. The Association's Board of Directors may, from time to time, change its registered office and agent in the manner provided by law.

## **ARTICLE 12. BUDGET AND EXPENDITURES**

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

## **ARTICLE 13. FINANCIAL REPORTING**

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

## **ARTICLE 14. ORIGINAL SUBSCRIBER**

The name and street address of the original subscriber of the Articles of Incorporation was Trillium of Sarasota, LLC, 4638 Pine Harrier Drive, Sarasota, FL 34231.

## **ARTICLE 15. INDEMNIFICATION**

**15.1 Indemnity.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer or committee member

of the Association, against expenses (including trial and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceedings, unless:

A. A court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, nor in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and

B. Such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the Members, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors and committee members as permitted by Florida law.

**15.2 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 15.1 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.

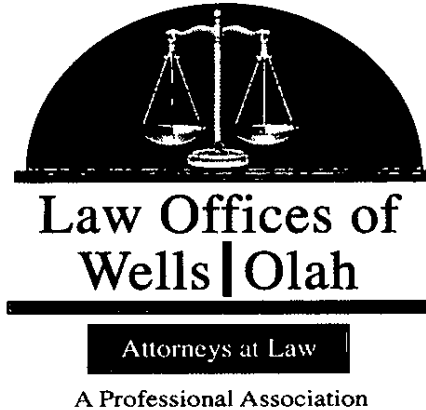
**15.3 Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of any undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized herein or as otherwise permitted by law.

**15.4 Miscellaneous.** The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person. Anything to the contrary notwithstanding, the provisions of this Article 15 may not be amended without the written approval of all persons whose interests would be adversely affected by such amendment.

**15.5 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.

Condominium, Homeowner  
and Cooperative Associations

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



Civil Litigation  
Construction Litigation

Leah K. Burton, Esq.  
Michael W. Cochran, Esq.  
Jackson C. Kracht, Esq.

November 30, 2016

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

Re: Certificate of Amendment  
Trillium HOA, Inc.

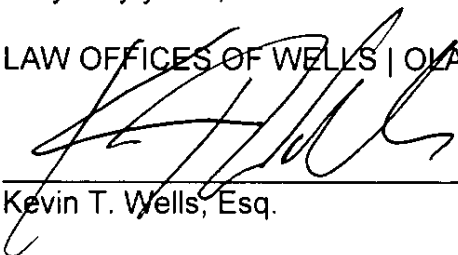
Dear Sir or Madam:

Please file the enclosed original Amendments to the Articles of Incorporation for the above-referenced corporation. Also enclosed is my firm's 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