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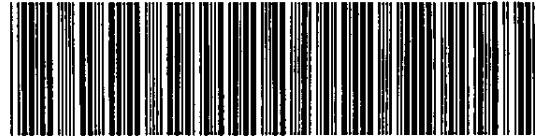
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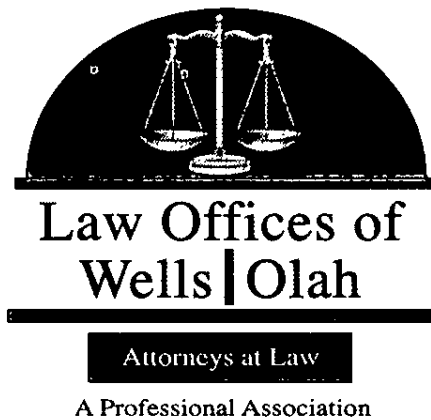
FILED
2018 FEB 12 AM 11:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CC
Amended/Restated

FEB 13 2018
ALBRITTON

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.

February 8, 2018

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

Re: Certificate of Amendment
Arlington Cove Community Association, Inc.

Dear Sir or Madam:

Please file the enclosed original Amendments to the Articles of Incorporation for the above-referenced corporation. Also enclosed is a check from the Association in the amount of \$43.75 for the filing fee and certified copy fee. Please return a **certified copy** to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

THE LAW OFFICES OF WELLS | OLAH, P.A.

Jackson C. Kracht, Esq.

JCK/sjc
Enclosures

Return to:
Jackson C. Kracht, Esq.
The Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191 (Telephone)

FILED
2018 FEB 12 AM 11:36
CLERK OF CIRCUIT COURT
JUDICIAL CIRCUIT IN AND FOR
THE COUNTY OF SARASOTA, FLORIDA

CERTIFICATE OF AMENDMENT

**ARTICLES OF INCORPORATION
OF
ARLINGTON COVE COMMUNITY ASSOCIATION, INC.
A Florida Not For Profit Corporation**

We hereby certify that the attached amendments to the Articles of Incorporation of ARLINGTON COVE COMMUNITY ASSOCIATION, INC. (the "Association"), a Florida corporation not-for-profit, were adopted by the affirmative vote of not less than a majority of the owners of the Association as required by Article 12.2 of the Articles of Incorporation, at the Special Membership Meeting of the Association held on November 13, 2017. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and by Florida law.

DATED this 3rd day of FEB, 2018.

Signed, sealed and delivered:
in the presence of:

**ARLINGTON COVE COMMUNITY
ASSOCIATION, INC.**

sign J Lasby

print F LASBY

sign Beverly H Davis

print Beverly H Davis

sign J Lasby

print F LASBY

sign Beverly H Davis

print Beverly H Davis

By: Rudy Davis
Rudy Davis, President

Attest: Peter Day
Peter Day, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3RD day of FEB, 2018, by Rudy Davis as President of Arlington Cove Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My commission expires:



NOTARY PUBLIC

sign
print

Scott Peretz
SCOTT PERETZ
State of Florida at Large (Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3RD day of FEB, 2018, by Peter Day as Secretary of Arlington Cove Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My commission expires:



NOTARY PUBLIC

sign
print

Scott Peretz
SCOTT PERETZ
State of Florida at Large (Seal)

**AMENDED AND RESTATED ARTICLES OF
INCORPORATION OF THE
ARLINGTON COVE COMMUNITY ASSOCIATION, INC**

The undersigned subscriber, by these Articles, does hereby form a corporation not for profit pursuant to Chapters 617 and 720, Florida Statutes, and hereby adopts the following Articles of Incorporation:

**ARTICLE I
NAME**

The name of the corporation is ARLINGTON COVE COMMUNITY ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

**ARTICLE II
PURPOSE**

The purpose for which the Association is organized is to provide an entity for the operation of ARLINGTON COVE, a residential subdivision of real property being created on the land situated in Sarasota County, Florida, described in Exhibit A attached hereto (the "Subdivision"), as well as any other real property brought under the jurisdiction of the Association by virtue of the Declaration of Covenants and Restrictions ("Declaration") for the Subdivision. The Developer of said Subdivision was NEAL COMMUNITIES ON THE BRADEN RIVER, LLC, a Florida limited liability company (the "Developer").

**ARTICLE III
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration, and the Bylaws of the Association, unless the context otherwise requires. Chapter 617, Florida Statutes, more commonly known as the Florida Not For Profit Corporation Act, as the same now exists, or is hereafter amended from time to time, shall be referred to herein as the "Act".

**ARTICLE IV
POWERS**

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

4.01 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles.

4.02 Enumeration. The Association shall have all the powers and duties set forth in the Act and all of the powers and duties not inconsistent with the Act reasonably necessary to operate the Subdivision pursuant to the Declaration and as it may be amended from time to time, including, but not limited to, the following:

- (a) To make, collect, and enforce assessments and other charges against members as Lot Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Subdivision.
- (c) To maintain, repair, replace, reconstruct, add to, and operate the Subdivision and other property acquired or leased by the Association for use by Lot Owners.
- (d) To purchase insurance upon the Subdivision and insurance for the protection of the Association, its officers, directors, and members as Lot Owners and such other parties as the Association may determine in the best interest of the Association.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Subdivision Property and for the health, comfort, safety and welfare of the Lot Owners.
- (f) To approve or disapprove the leasing, transfer of ownership and possession of Lots as may be provided by the Declaration.
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Subdivision Property.
- (h) To contract for the management of the Subdivision, and to delegate to the party with whom such contract has been entered into of all the powers and duties of the Association, except (i) those which require specific approval of the Board of Directors or the membership of the Association; (ii) those which are incapable of being delegated as same may be contrary to the Declaration or the Bylaws; (iii) those which are contrary to the Statutes of the State of Florida; and (iv) wherein a delegation is a power and/or duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation.
- (i) To employ personnel to perform the services required for proper operation of the Subdivision.
- (j) To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Subdivision.
- (k) To contract for services to provide for the operation, maintenance and management of the Common Areas, including, but not limited to, any Surface Water Management System ("SWMS) and facilities, and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration.
- (l) To operate and maintain the SWMS, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
- (m) To sue or be sued.

(n) To take any other action necessary for the purposes for which the Association is organized.

(o) If, by the provisions of Chapter 617, or Chapter 720, Florida Statutes, a power or authority may only be exercised by the Association if such power or authority is expressly set forth in the Articles of Incorporation, and such power or authority is not specifically set forth elsewhere herein, then this provision shall be construed to be that enabling provision, and the Association shall have such power or authority as if the same shall have been fully set forth herein.

4.03 Assets of the Association. All funds and the titles of all properties acquired by the Association and their proceeds shall be for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

4.04 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE V **MEMBERS**

5.01 Membership. The members of the Association shall consist of all of the record owners of Lots in the Subdivision, and after termination of the Subdivision, if same shall occur, the members of the Association shall consist of those who are members at the time of the termination, and their successors and assigns. Membership shall be established by the acquisition of legal record fee title to a Lot in the Subdivision, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation among the Public Records of Sarasota County, Florida, of the deed or other instrument establishing the acquisition and designating the Lot affected thereby. The new owner designated in such deed or other instrument shall thereupon become a member of the Association and the membership of a prior owner as to the parcel designated shall be terminated.

5.02 Assignment. The share of a member in the funds and assets of the Association, in the Common Areas and the common surplus, and membership in this Association, cannot be assigned, hypothecated, or transferred in any manner whatsoever except as an appurtenance to the Lot for which that share is held.

5.03 Voting. Except as provided in Paragraph 5.05 below, on all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Lot, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one (1) unit shall be entitled to one (1) vote for each Lot owned.

5.04 Meetings. The Bylaws shall provide for an annual meeting of members, and make provision for regular and special meetings of members other than the annual meeting.

5.05 Class of Members. There shall be one class of members in the Association, as follows:

(a) Class A. Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person or entity holds an ownership interest in a Lot, all such persons shall be entitled cumulatively to one (1) vote, to be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot.

ARTICLE VI
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VII
SUBSCRIBER

The name and address of the subscriber to these Articles is the address of the Property Management Company contracted by the Association, or, in the event of the Association being self-managed, the address of the President of the Board of Directors. As of the date of this amendment, the address is:

Arlington Cove Community Association
c/o Vesta Property Services
1354 Manasota Beach Rd,
Englewood, FL 34223

ARTICLE VIII
OFFICERS

The affairs of the Association shall be administered by the officers as designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses the officers of the association at any given time are on record at the offices of the Association. The names and addresses of the current officers as of the recording of this amendment who shall serve until their successors are designated by the Board of Directors are as follows:

OFFICE	NAME	<u>ADDRESS</u>
President	RUDY DAVIS	10822 Lerwick Circle Englewood, FL 34223
Vice President	JEFF DORAN	10839 Lerwick Circle Englewood, FL 34223
Secretary / Treasurer	PETER DAY	10858 Lerwick Circle Englewood, FL 34223

ARTICLE IX
DIRECTORS

9.01 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but which shall consist of not less than three (3) directors. All directors must be members of the Association.

9.02 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Lot Owners when that approval is specifically required.

9.03 Election/Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

9.04 Term of Developer's Directors. The Developer of the Subdivision shall appoint the members of the first Board of Directors who shall hold office for the periods prescribed in the Bylaws.

9.05 Current Directors. The names and addresses of the members of the current Board of Directors, who shall hold office until their successors are elected and have qualified, are as follows:

OFFICE	NAME	ADDRESS
President	Rudy Davis	10822 Lerwick Circle, Englewood, FL 34223
Vice President	Jeff Doran	10839 Lerwick Circle, Englewood, FL 34223
Secretary / Treasurer	Peter Day	10858 Lerwick Circle, Englewood, FL 34223
At-Large	James St. John	10834 Lerwick Circle, Englewood, FL 34223
At-Large	Harold Breun	10907 Lerwick Circle, Englewood, FL 34223

ARTICLE X
INDEMNIFICATION

10.01 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 proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, he had not reasonable

cause to believe his conduct was unlawful; except that 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 willful misfeasance or malfeasance in the performance of his duty to the Association unless and 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, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which 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, or itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

10.02 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.01 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.03 Approval. Any indemnification under Section 10.01 above (unless ordered by the court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.01 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members.

10.04 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 the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

10.05 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, both as to action in his official capacity while holding such office, 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, executors and administrators of such a person.

10.06 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, or is or was serving at the request 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 and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this article.

ARTICLE XI **BYLAWS**

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the directors and members in the manner provided by the Bylaws.

ARTICLE XII **AMENDMENTS**

Amendments to these articles shall be proposed and adopted in the following manner:

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

12.02 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The approval of a proposed amendment must be by the affirmative vote of not less than a majority of the members of the Association.

12.03 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Sections 4.03 and 4.04 of Article IV hereof, without approval in writing by all the members of the Association and the joinder of all record owners of mortgages upon Lots in the Subdivision. No amendment shall be made that is in conflict with these Articles or the Declaration, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate or beneficiary of the Developer, unless the Developer shall join in the execution of the amendment.

12.04 Recording: A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Sarasota County, Florida.

ARTICLE XIII **DISSOLUTION**

In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association, including the Surface Water Management System and drainage

easements, shall, upon request by the appropriate public agency or utility, be dedicated to such public agency or utility to be devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association, but in no event shall such assets vest in any member of the Association or other private individual. No such disposition of Association properties shall be effective to divest or diminish any right or title of any unit owner vested in him under the recorded Declaration, Subdivision Plat and deeds applicable thereto, unless made in accordance with the provisions of such Declaration, Subdivision Plat and deeds.

ARTICLE XIV
PRINCIPAL PLACE OF BUSINESS

The principal place of business of the corporation, as of the date of this amendment, is 1354 Manasota Beach Road, Englewood, FL 34223, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

APPROVED AND DECLARED AS THE AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR THE ARLINGTON COVE COMMUNITY ASSOCIATION, INC., AMENDED AS SUCH BY THE LOT OWNERS OF RECORD IN ACCORDANCE WITH THE REQUIREMENTS HEREIN AND UNDER ALL APPROPRIATE STATUTES ON THE THIRTEENTH DAY OF NOVEMBER, 2017, IN THE COUNTY OF SARASOTA, STATE OF FLORIDA.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first written above.

FOR ARLINGTON COVE HOMEOWNERS ASSOCIATION, INC.

By: Rudy Davis
Rudy Davis, President, Board of Directors

By: Peter Day
Peter Day, Secretary - Treasurer, Board of Directors

Signed, sealed and delivered in the presence of:

SCOTT PERETZ
Print Name

STATE OF FLORIDA, COUNTY OF SARASOTA

The foregoing instrument was subscribed and sworn to before me this 17th day of JAN, 2018, by RUDY DAVIS, and PETER DAY, as President and Secretary- Treasurer (respectively) of the Arlington Cove Community Association, a Florida not for profit corporation, on behalf of the Corporation

✓ who is/are personally known to me

both of whom produced _____ as identification, and who acknowledged before me the he/she executed the same freely and voluntarily for the purposed therein expressed under authority duly vested in him/her by said corporation.

My commission expires:



Scott Peretz
Signature

SCOTT PERETZ
Printed name

DESCRIPTION:

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, LYING EASTERLY OF STATE ROAD NO. 775 (100' R/W), LESS THE FOLLOWING DESCRIBED PARCEL: FROM THE NORTHEAST CORNER OF THE ABOVE DESCRIBED SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24; THENCE SOUTH 00°41'54" WEST, ALONG THE EASTERLY BOUNDARY OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, 330.16 FEET; THENCE NORTH 87°26'45" WEST 319.02 FEET; THENCE SOUTH 52°10'14" WEST, 764.19 FEET TO THE EASTERLY MOST RIGHT-OF-WAY LINE OF STATE ROAD NO. 775, (100' R/W); THENCE NORTH 37°49'46" WEST, ALONG SAID R/W LINE, 650.00 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA; THENCE NORTH 00°42'00" EAST, ALONG SAID WESTERLY BOUNDARY LINE 330.16 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 87°26'44" EAST, ALONG THE NORTHERLY BOUNDARY LINE OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24, 1322.25 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"