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JAN 26 2017

R. WHITE

DANIEL J. LOBECK  
MARK A. HANSON\*

MICHELLE A. STELLACI  
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*THE LAW OFFICES OF*  
**LOBECK & HANSON**

*PROFESSIONAL ASSOCIATION*

CONDOMINIUM  
COOPERATIVE AND  
COMMUNITY  
ASSOCIATIONS

CIVIL LITIGATION

PERSONAL INJURY

FAMILY LAW

LAND USE LAW

ESTATES AND TRUSTS

January 19, 2017

*\*FLA. SUPR. CT. CERTIFIED MEDIATOR*

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

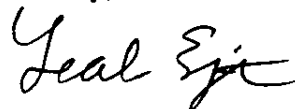
Re: Certificate of Amendment  
Oasis on Osprey Condominium Association, Inc.

To Whom It May Concern:

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

Thank you for your assistance in this matter.

Sincerely,



Leah E. Ellington

LEE/pft  
Enclosure

**CERTIFICATE OF AMENDMENT**  
**TO**  
**ARTICLES OF INCORPORATION OF**  
**OASIS ON OSPREY CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved and adopted at the Membership Meeting held December 12, 2016, by the affirmative vote of not less than two-thirds (2/3rds) of those persons voting in person or by proxy, as required for adoption by Article XII of the Articles of Incorporation.

DATED this 12 day of JAN, 2017.

Signed, sealed and delivered  
in the presence of:

sign:

print:

Marlene S. Nunez

By:

OASIS ON OSPREY  
CONDOMINIUM ASSOCIATION, INC.

Craig Troyer, President

sign:

print:

Douglas C. Shepherd

Signed, sealed and delivered  
in the presence of:

sign:

print:

Marlene Nunez

By:

B. T. Secretary  
Brennan Troyer, Secretary

sign:

print:

Douglas C. Shepherd

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of January, 2017, by Craig Troyer, President of Oasis On Osprey Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

sign

Dayna K. Pressley

print

Dayna K. Pressley

State of Florida at Large (Seal)  
My Commission expires:



DAYNA K. PRESSLEY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF142858  
Expires 8/30/2018

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of January, 2017, by Brennan Troyer, Secretary of Oasis On Osprey Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

sign Dayna K. Pressley

print Dayna K. Pressley  
State of Florida at Large (Seal)  
My Commission expires:

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



DAYNA K. PRESSLEY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF142858  
Expires 8/30/2018

Prepared by and return to:  
Leah E. Ellington, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
(941) 955-5622 (Telephone)  
(941) 951-1469 (Facsimile)

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## **AMENDED AND RESTATED**

### **ARTICLES OF INCORPORATION OF OASIS ON OSPREY CONDOMINIUM ASSOCIATION, INC.**

#### **ARTICLE 1. NAME OF CORPORATION AND PRINCIPAL OFFICE**

The name of the corporation shall be OASIS ON OSPREY CONDOMINIUM ASSOCIATION, INC. (herein "the Association"). The principal office of the Association shall be located at 16 Church Street, Osprey, Florida. The Association Board of Directors (herein "the Board") may change the location of the principal office of the Association from time to time.

#### **ARTICLE 2. PURPOSE**

The purposes of the Association shall be the operation and management of the affairs and property of the Condominium known as OASIS ON OSPREY, a Condominium (herein "the Condominium"), located in Sarasota County, Florida, and to perform all acts provided in the Declaration of Condominium and Exhibits annexed thereto and in Chapter 718, Florida Statutes (herein the "Condominium Act"). The Association shall not be operated for profit.

#### **ARTICLE 3. DEFINITIONS**

The terms used herein shall have the same definitions as stated in the Declaration of Condominium and the Condominium Act unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration of Condominium or by the Condominium Act, the Board shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

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

**4.1 GENERAL POWERS.** The Association shall have all of the statutory and common law powers of a corporation not for profit and all of the powers and duties set forth in the Florida

Not for Profit Corporation Act (Chapter 617, Florida Statutes), the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, and Bylaws of the Association, all as amended from time to time, except as may be limited or otherwise provided by these Articles of Incorporation or by law.

**4.2 SPECIFIC POWERS.** The specific powers of the Association shall include but not be limited to those powers described in the Bylaws.

## **ARTICLE 5. MEMBERS AND VOTING RIGHTS**

**5.1 MEMBERSHIP AND VOTING RIGHTS.** The Members of the Association shall consist of all of the record Owners of Units in the Condominium. Such membership shall automatically terminate when such person is no longer an Owner of a Unit in the Condominium. Each Condominium Unit shall be entitled to one (1) vote at Association membership meetings, regardless of the number of Unit Owners. The manner of exercising voting rights shall be determined by the Bylaws.

**5.2 CHANGE OF MEMBERSHIP.** After receiving the written approval of the Board as required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The Board may, in its sole discretion, require a certified copy of a deed or other instrument to be provided to it. The Unit Owner designated by such instrument thus automatically and immediately becomes a Member of the Association and the membership of the prior Unit Owner is terminated simultaneously.

## **ARTICLE 6. INCOME DISTRIBUTION**

No part of the income of the Association shall be distributable to its Members, except as compensation for services rendered. The Association shall not issue shares of stock to its Members. The share 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 Member's Unit.

## **ARTICLE 7. TERM**

The term for which this Corporation shall exist shall be perpetual, unless dissolved according to law.

Not for Profit Corporation Act (Chapter 617, Florida Statutes), the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, and Bylaws of the Association, all as amended from time to time, except as may be limited or otherwise provided by these Articles of Incorporation or by law.

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**ARTICLE 8.  
BOARD OF DIRECTORS**

The affairs and operation of the Association shall be managed by a governing board called the Board of Directors. The Bylaws shall provide for the number, election, removal, qualification and resignation of the Directors and for filling vacancies on the Board.

**ARTICLE 9.  
BYLAWS**

The Bylaws of the Association may be amended as provided in the Bylaws.

**ARTICLE 10.  
AMENDMENTS**

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

**10.1 NOTICE.** The text of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is to be considered.

**10.2 PROPOSAL AND ADOPTION.** A resolution for the adoption of a proposed amendment may be proposed either by the Board or by not less than twenty percent (20%) of the voting interests of the Association. Except as otherwise required by law, approval of a proposed amendment must be by not less than two-thirds (2/3) of the voting interests voting in person or by proxy at a duly noticed and convened meeting of the Association, or by written consent of thirty (30) of the voting interests in lieu of a meeting.

**10.3 LIMITATION ON AMENDMENTS.** No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

**10.4 CERTIFICATION.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Articles of Incorporation, which certificate shall be executed by the President or Vice President and attested by the Secretary of the Association with the formalities of a deed. An amendment to these Articles of Incorporation shall become effective upon filing with the Florida Secretary of State and recording a copy along with a Certificate of Amendment in the Public Records of Sarasota County, Florida.



## **ARTICLE 11. INDEMNIFICATION**

**11.1 INDEMNIFICATION.** 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 reasonable attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person 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 the person did not act in good faith, nor in a manner 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 the person had reasonable cause to believe the 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 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 the conduct was unlawful. It is the intent of the membership, 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.

**11.2 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 11.1 above, or in defense of any claim, issue or matter therein, the person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection therewith.

**11.3 ADVANCES.** Expenses incurred in defending a civil or criminal action, suit or administrative proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that the person is not entitled to be indemnified by the Association as authorized in this Article 11, or as otherwise permitted by law.

**11.4 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 law, agreement, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

**11.5 INSURANCE.** The Association shall have the power to purchase and maintain insurance with reasonable deductibles on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against the person and incurred in any such capacity, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article 11 to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

**ARTICLE 12.  
REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be 2033 Main Street, Suite 403, Sarasota, Florida 34237, and the registered agent at such address will be The Law Offices of Lobeck and Hanson, P.A. The Board may change the registered agent and office from time to time as permitted by law.