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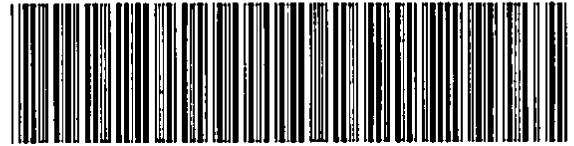
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TALLAHASSEE, FL

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3/30/21

DANIEL J. LOBECK*
MARE A. HANSON*
MICHELLE A. ROWE

THE LAW OFFICES OF
LOBECK & HANSON

PROFESSIONAL ASSOCIATION

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CONDOMINIUM, COOPERATIVE
AND HOMEOWNERS
ASSOCIATIONS
CIVIL LITIGATION
PERSONAL INJURY
FAMILY LAW
LAND USE LAW
ESTATES AND TRUSTS
EMPLOYMENT LAW

FLA. BOARD CERTIFIED SPECIALIST IN CONDOMINIUM
AND PLANNED DEVELOPMENT LAW
ALSO LICENSED IN FLORIDA

January 26, 2021

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

Re: Certificate of Amendment
Caribbean Village Community Association, Inc.

Dear Sir or Madam:

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/pp
Enclosure

FILED

2021 FEB -1 AM 9:11

SECRETARY OF STATE
TALLAHASSEE, FL

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)

AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
CARIBBEAN VILLAGE COMMUNITY ASSOCIATION, INC.**

These are the Articles of Incorporation of CARIBBEAN VILLAGE COMMUNITY ASSOCIATION, INC., a not-for-profit corporation under Chapter 617 of the Florida Statutes.

ARTICLE I. NAME

The name of the corporation shall be Caribbean Village Community Association, Inc. (herein "the Association").

ARTICLE II. PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and place of business of the Association is 16 Church Street, Osprey, Florida 34229. The mailing address of the Association is 16 Church Street, Osprey, Florida 34229. The Association Board of Directors (herein "the Board") may change the location of the principal office and mailing address of the Association from time to time.

ARTICLE III. DURATION; CORPORATE EXISTENCE

The Association shall have perpetual existence. If the Association is dissolved, the control or right of access to the property containing the surface water management system facilities and other dedicated property and related infrastructure shall be conveyed or dedicated to an appropriate governmental unit or public unit and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE IV. DEFINITIONS

All capitalized terms used in these Articles of Incorporation which are not defined herein shall have the meaning set forth in the Declaration of Covenants, Restrictions, Conditions and Easements of Caribbean Village recorded in the Public Records of Sarasota County, Florida, as amended from time to time (herein "the Declaration").

ARTICLE V. PURPOSE(S)

The Association is organized as a not for profit corporation under Chapter 617 of the Florida Statutes and is also subject to Chapter 720 of the Florida Statutes. By way of explanation and not limitation, the purposes for which the Association is organized are:

- (a) To promote the health, safety and social welfare of the Owners of Property within the residential Community of Caribbean Village as described in the Declaration.
- (b) To own and maintain, repair and replace the Association Property and the Common Areas and other items, including landscaping and other improvements in and/or benefiting said Association Property and Common Areas, for which the obligation to maintain and repair has been delegated and accepted.
- (c) To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements as provided in the Declaration, which may include walls, fences, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.
- (d) To operate without profit for the benefit of its Members.
- (e) To perform those functions granted to or reserved by the Association in the Declaration.

ARTICLE VI. POWERS

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws and the Declaration including, without limitation, the following:

- (a) To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.
- (b) To promulgate and enforce Rules, regulations, Bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- (c) To delegate power or powers where such is deemed in the interest of the Association.
- (d) To fix Assessments to be levied against Lots within the Property and the costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to enter into agreements, in the sole discretion of the Board of Directors, with mortgage companies and other parties or organizations for the collection of such Assessments.

(e) To pay taxes and other charges, if any, on or against the Association Property and the Common Area.

(f) To have all express powers conferred upon the Association by the Declaration, and by Chapter 617 and Chapter 720, Florida Statutes, except as prohibited herein.

(g) To engage in activities that will actively foster, promote and advance the common interests of all Owners of any portion of the Property, including contracting for services to be provided to the Association.

(h) To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Owners of any portion of the Property.

(i) To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.

(j) To sue and be sued.

(k) To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

(l) To operate and maintain surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plains compensation areas, wetlands and any associated buffers and wetland mitigation areas, preserve areas and conservation easements, as applicable and required by the Permit, and to contract for services to provide for such operation and maintenance.

(m) To contract for services for the operation, maintenance, and management of Common Areas and Association Property and all other property dedicated to or maintained by the Association.

(n) To mortgage or convey Common Area with the affirmative vote of at least two-thirds (2/3) of the Membership.

ARTICLE VII. MEMBERSHIP AND VOTING RIGHTS

Every Owner of a Lot which is subject to Assessment shall be a Member of the Association and subject to the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Members shall be all Owners, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE VIII. BOARD OF DIRECTORS

The Association's business and affairs shall be conducted, managed, and controlled by a Board of Directors (herein "the Board") as provided in the Bylaws. The method of election and removal of Directors, filling of vacancies, and the term of office of Directors shall be as set forth in the Bylaws.

ARTICLE IX. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(a) Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, officer, or agent of the Association. Such indemnification shall include indemnification against expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by the indemnified person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceedings, such person had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his or her duty to the Association, unless, and then only to the extent that, the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) Approval. Any indemnification under paragraph (a) above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper under the circumstances because the person requesting indemnification has met the applicable standard of conduct set forth in paragraph (a) above. Such determination shall be made (i) by majority vote of the Members of the Board who

were not parties to such action, suit, or proceeding, if sufficient to constitute a quorum, or (ii) if a quorum of the Board is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, in a written opinion rendered by independent legal counsel engaged by the Association, or (iii) by a majority vote of the voting interests of the membership of the Association.

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

(d) Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, under the Bylaws, or pursuant to any agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of such person.

(e) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, including, without limitation, as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

ARTICLE X. REGISTERED AGENT

The street address of the registered office of this corporation is 2033 Main Street, Suite 403, Sarasota, Florida 34237 and the name of the registered agent of this corporation at that address is George Sites, President, C/o Lobeck & Hanson, P.A. The Board may change the Association's registered office and registered agent from time to time as permitted by law.

ARTICLE XI. BYLAWS

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

ARTICLE XII. AMENDMENTS

These Articles may be amended in the following manner:

(a) The text of a proposed amendment shall be included in or with the Notice of any meeting at which a proposed amendment is considered.

(b) Amendment of these Articles of Incorporation requires the approval of at least two-thirds (2/3) of the Membership votes.

(c) Such amendments shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors alone without the need for consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the Bylaws of this Association may not be amended except as provided in the Bylaws.

(d) Any amendment to these Articles of Incorporation that would alter the surface water management or drainage systems, conservation areas, preserve areas, easements related thereto or any water management areas of the Common Areas must have the prior approval of the SFWMD. Any such proposed amendments must be submitted to the SFWMD for a determination of whether the amendment necessitates modification to the SFWMD Permit. If the proposed amendment necessitates modification to the SFWMD Permit, the modification to the SFWMD Permit must be approved by the SFWMD prior to the amendment to these Articles.

ARTICLE XIII. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

(b) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board at which a contract or transaction with an interested Director is to be considered, but must abstain from voting on the issue.

ARTICLE XIV. DISSOLUTION

The Association may be dissolved if three-fourths (3/4) of the votes cast at a duly held meeting of the Members of the Association vote in favor of dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets

shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

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)

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION

CARIBBEAN VILLAGE COMMUNITY ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved and adopted at the Annual Meeting of the Association membership held on November 23, 2020 and reconvened on December 28, 2020, by the affirmative vote of not less than two-thirds (2/3rds) of the votes of the entire Membership of the Association, which is sufficient under Article XIII of the Articles of Incorporation.

DATED this 15th day of January, 2021.

Signed, sealed and delivered
in the presence of:

CARIBBEAN VILLAGE COMMUNITY
ASSOCIATION, INC.

Sign: Rhodney Dobson

By: George Sites
George Sites, President

Print: Rhodney Dobson

Sign: Harry Paul McCoy

Print: Harry Paul McCoy

Signed, sealed and delivered
in the presence of:

Sign: Rhodney Dobson

Attest: June McCoy
June McCoy, Secretary

Print: Rhodney Dobson

Sign: Harry Paul McCoy

Print: Harry Paul McCoy

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of January, 2021, by George Sites, as President of Caribbean Village Community Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FL Drivers License as identification.

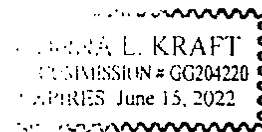
NOTARY PUBLIC

Sign Donna L. Kraft

Print Donna L Kraft

State of Florida at Large (Seal)

My Commission expires: June 15, 2022



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of January, 2021, by June McCoy, as Secretary of Caribbean Village Community Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced FL Drivers License as identification.

NOTARY PUBLIC

Sign Donna L. Kraft

Print Donna L. Kraft

State of Florida at Large (Seal)

My Commission expires: June 15, 2022

