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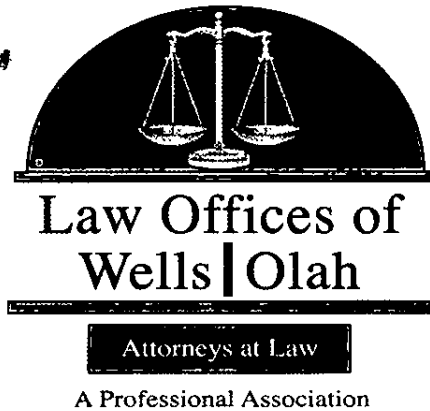
*Amended &
Restated*

MAY 05 2017

D CUSHING

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.

May 1, 2017

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

Re: Certificate of Amendment
Piney Point Homeowners, Inc.

Dear Sir or Madam:

Please find enclosed Amendments to the Articles of Incorporation for the above-referenced corporation.

Enclosed is a 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.

Michael W. Cochran, Esq.
mcochran@kevinwellspa.com

MWC/enl
Enclosures

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17 MAY - 3 2:10:22

FILED
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DIVISION OF CORPORATIONS
17 MAY -3 AM 10:25

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PINEY POINT HOMEOWNERS, INC.
A FLORIDA NON-FOR-PROFIT CORPORATION

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

By these Articles of Incorporation the Shareholders of PINEY POINT HOMEOWNERS, INC., located in unincorporated Manatee County, Florida, associate themselves as a corporation not for profit under Chapters 617, and 719, Florida Statutes.

The original Articles of Incorporation of PINEY POINT HOMEOWNERS, INC. were filed in the Office of the Florida Secretary of State on March 31, 1987, Charter Number N19881. The Master Form Proprietary Lease of Piney Point Homeowners Inc. was originally recorded at Official Records Book 1240, Page 1908 et seq. of the Public Records of Manatee County, Florida.

ARTICLE 1.
NAME AND ADDRESS

1.1 Name. The name of the corporation shall be PINEY POINT HOMEOWNERS, INC., a Florida not for profit corporation (herein the "CORPORATION"), with its principal address located at 8624 29th Avenue E Palmetto, FL 34221. The Piney Point Board of Directors may change the location of the principal office of PINEY POINT HOMEOWNERS, INC. from time to time as provided by law.

ARTICLE 2.
DURATION

2.1 Duration. The term of the CORPORATION shall be perpetual, unless sooner terminated according to law.

ARTICLE 3.
PURPOSE

3.1 Purpose. The general purpose for which the CORPORATION is organized is to provide an entity pursuant to Chapters 617, and 719, Florida Statutes, as amended from time to time, for the Operation and management of the affairs and property of PINEY POINT.

3.2 Distribution of Income. The CORPORATION shall make no distribution of income to its Shareholders, directors or officers.

ARTICLE 4. POWERS

4.1 Powers. The powers of the CORPORATION shall include and be governed by the following provisions:

4.2 Common Law and Statutory Powers. The CORPORATION shall have all of the common law and statutory powers of a corporation not for profit not in conflict with Chapters 617, and 719, Florida Statutes.

4.3 Specific Powers. The CORPORATION shall have all of the powers and duties set forth in Chapters 617, and 719, Florida Statutes, and those set forth in the Master Form Proprietary Lease, the Articles of Incorporation, and the Bylaws, including, but not limited to, the following:

- 4.3.1 To make and collect fees, charges, and Assessments against its Shareholders and mobile home Residents to defray the expenses and losses of the CORPORATION and for the operation of the CORPORATION.
- 4.3.2 To use the proceeds of fees, charges, and Assessments in the exercise of its powers and duties, including but not limited to funding social gatherings among its Shareholders, tenants, guests and visitors by paying, in whole or in part, for such amenities as food, beverages, entertainment, etc.
- 4.3.3 To preventatively maintain, lease, mortgage, repair, replace, alter, improve, sell, convey, hold, transfer and operate the Common Areas and real and personal property owned by the CORPORATION.
- 4.3.4 To purchase insurance upon the real and personal property owned by the CORPORATION, Directors & Officers liability insurance, and other insurance for the protection of the CORPORATION, its directors, officers and its Shareholders.
- 4.3.5 To reconstruct improvements after casualty and further improve the real and personal property owned by the CORPORATION.
- 4.3.6 To make and amend reasonable Rules and Regulations respecting the use and occupancy of the Units, Manufactured Home, Common Areas of the CORPORATION, Cooperative Property, and the CORPORATION real and personal properties.
- 4.3.7 To approve or disapprove the transfer, mortgage, lease, occupancy and ownership of Units, the Common Areas of the CORPORATION and the CORPORATION real and personal properties.
- 4.3.8 To enforce by legal means the provisions of Chapters 617, and 719, Florida Statutes, the Master Form Proprietary Lease, these Articles of Incorporation, the

Bylaws and the Rules and Regulations of the CORPORATION and to negotiate and settle all threatened or pending disputes, claims or lawsuits.

- 4.3.9 To contract for management and maintenance of the CORPORATION and to authorize a management agent to assist the CORPORATION in carrying out its powers and duties by performing such functions as the submission of proposals, collection of fees, charges, and Assessments, preparation of records, enforcement of the Rules and Regulations, except such as are specifically required to have the approval of the Board of Directors.
- 4.3.10 To employ personnel to perform the services required for proper administration and Operation and affairs of the CORPORATION.
- 4.3.11 To acquire by purchase or otherwise and to sell, encumber, grant easements or other use rights, mortgage and lease the CORPORATION Common Areas or additional CORPORATION real property, subject nevertheless to the provisions of the Master Form Proprietary Lease and Bylaws relative thereto.
- 4.3.12 To borrow money and secure the same by execution of mortgages encumbering the CORPORATION real and personal property and to acquire property or interests therein encumbered by mortgages which may be paid or assumed by the CORPORATION.
- 4.3.13 To provide Shareholders and Residents with services relating to the lease, sale and maintenance of their Units.
- 4.3.14 To alter and improve the CORPORATION real and personal properties pursuant to the terms and conditions of the Master Form Proprietary Lease and Chapter 719, Florida Statutes.
- 4.3.15 To levy reasonable fines against a Shareholder or Resident of a Unit for the failure or refusal to comply with any provision of the Master Form Proprietary Lease, Articles of Incorporation, Bylaws, or Rules and Regulations, pursuant to Section 719.303, Florida Statutes, in conformance with the procedures contained in the Bylaws.
- 4.3.16 In the event of an emergency as defined in Article 4.5 herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by Sections 617.0207, 617.0303, 719.128, Florida Statutes, as amended from time to time.
- 4.3.17 Acquire, hold, mortgage, sell and dispose of Shareholder certificates in the CORPORATION.

4.4 Assets Held in Trust. All funds and the titles of all real and personal properties acquired by the CORPORATION and the proceeds thereof shall be held in trust for the Shareholders in accordance with the provisions of the Master Form Proprietary Lease, these Articles of Incorporation and the Bylaws.

4.5 Emergency Powers. To the extent allowed by law and consistent with Section 617.0830, and 719.128, 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, may exercise the following powers:

- 4.5.1 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 cooperative property, or any other means the board deems appropriate under the circumstances.
- 4.5.2 Cancel and reschedule a CORPORATION meeting.
- 4.5.3 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.
- 4.5.4 Relocate the CORPORATION'S principal office or designate an alternative principal office.
- 4.5.5 Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.
- 4.5.6 Implement a disaster plan before or immediately following the event for which a state of emergency is declared, which may include turning on or shutting off elevators; electricity; water, sewer, or security systems; or air conditioners for CORPORATION buildings.
- 4.5.7 Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the board of administration, determine any portion of the cooperative property unavailable for entry or occupancy by unit owners or their family members, tenants, guests, agents, or invitees to protect their health, safety, or welfare.
- 4.5.8 Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the board of administration, determine whether the cooperative property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the governing documents.

- 4.5.9 Require the evacuation of the cooperative property in the event of a mandatory evacuation order in the area where the cooperative is located. If a Shareholder, Resident, or other Occupant of a cooperative fails to evacuate the Cooperative Property for which the board has required evacuation, the CORPORATION is immune from liability for injury to persons or property arising from such failure.
- 4.5.10 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 Cooperative Property, regardless of whether the Shareholder is obligated by the governing documents or law to insure or replace those fixtures and to remove personal property from a unit.
- 4.5.11 Contract, on behalf of a Shareholder, for items or services for which the Shareholder is otherwise individually responsible, but which are necessary to prevent further damage to the cooperative property. In such event, the Shareholder on whose behalf the board has contracted is responsible for reimbursing the CORPORATION for the actual costs of the items or services, and the association may use its lien authority provided by s. 719.108, Florida Statutes to enforce collection of the charges. Such items or services may include the drying of the Unit and/or Manufactured Home, the boarding of broken windows or doors, and the replacement of a damaged air conditioner or air handler to provide climate control in the Unit and/or Manufactured Home or other portions of the property.
- 4.5.12 Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the cooperative documents, levy special assessments without a vote of the Shareholders.
- 4.5.13 Without Shareholder approval, borrow money and pledge CORPORATION assets as collateral to fund emergency repairs and carry out the duties of the CORPORATION if operating funds are insufficient. This paragraph does not limit the general authority of the CORPORATION to borrow money, subject to such restrictions contained in the cooperative documents.
- 4.5.14 The authority granted under this subsection 4.5 is limited to that time reasonably necessary to protect the health, safety, and welfare of the CORPORATION and the Shareholders, Occupants, Residents, and their family members, tenants, guests, agents, or invitees, and to mitigate further damage and make emergency repairs.
- 4.5.15 Good Faith. Corporate action taken in good faith to meet the emergency needs of the CORPORATION, its Shareholders, Occupants, or Residents shall be binding on the CORPORATION and shall have the rebuttable presumption of being reasonable and necessary.

4.6 Limitation on Exercise of Powers. The powers of the CORPORATION shall be subject to and shall be exercised in accordance with the provisions of the Rules and Regulations, Master Form Proprietary Lease, these Articles of Incorporation and the Bylaws.

ARTICLE 5. SHAREHOLDERS

5.1 Shareholders. The Shareholders of the CORPORATION means the person/entity holding a share in the CORPORATION and a lease or other document of title or possession of a Unit that is granted by the CORPORATION as the owner of the property.

5.2 PINEY POINT is a community for adult persons fifty-five (55) years of age and older. Resident occupancy is based on no more than two (2) residents per home one of whom is fifty-five (55) years of age and the other is at least forty-five (45) years of age.

ARTICLE 6. BOARD OF DIRECTORS

6.1 The affairs of the CORPORATION shall be managed by a Board of seven (7) Directors. All Directors shall be owners of a Shareholder certificate or shall be the designated vote of an owner of such a Shareholder certificate. Directors shall be elected to serve a staggered three (3) year term of office with three (3) directors being elected, then two (2) directors being elected, and then two (2) directors being elected in sequential years.

Any Shareholder elected or appointed as a Director at the Annual Meeting of the CORPORATION shall be eligible to serve two (2) consecutive three (3) year terms. At the conclusion of the second three (3) year term, the Shareholder will be ineligible to serve on the Board of Directors until no earlier than the Annual Meeting that is held one year after the Shareholder has completed serving that second consecutive (3) year term. In the event that a Shareholder is appointed or elected to fill a vacant position on the Board of Directors and said vacant position has less than three (3) years remaining in its term, the Shareholder elected or appointed to fill that vacant position on the Board of Directors shall be eligible to serve the remaining term of that vacant position in addition to one consecutive three (3) year term and shall then be considered ineligible to serve on the Board of Directors until no earlier than the Annual Meeting that is held one year after the Shareholder has completed serving that one consecutive full three (3) year term. No Shareholder will serve more than six years consecutively.

6.2 Election of Directors. Directors shall be elected at the annual meetings of the Shareholders, in the manner determined by the Bylaws and Chapter 719, Florida Statutes (herein, "the Cooperative Act"). Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws and according to the Cooperative Act, as amended from time to time.

ARTICLE 7. OFFICERS

7.1 Officers. The affairs and Operation of the CORPORATION shall be administered by the officers as designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual Shareholder meeting of the CORPORATION and shall serve at the pleasure of the Board of Directors. Officers have a fiduciary duty to the Shareholders and to the CORPORATION.

ARTICLE 8. INDEMNIFICATION

8.1 Indemnity. The CORPORATION shall indemnify any Officer, Director, or committee member 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, by reason of the fact that he is or was a Director, Officer, or committee member of the CORPORATION, against expenses (including without limitation attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless: (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the CORPORATION, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. 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 reasonably believed to be in or not opposed to the best interest of the CORPORATION, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the CORPORATION, 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.

8.2 Defense. To the extent that a Director, Officer, or committee member of the CORPORATION has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 8.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

8.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the CORPORATION in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the CORPORATION as authorized by this Article 8.

8.4 Miscellaneous. The indemnification provided by this Article 8 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.

8.5 Insurance. The CORPORATION has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the CORPORATION, or 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 CORPORATION would have the power to indemnify him against such liability under the provisions of this Article.

8.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 8 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 9. BYLAWS

9.1 Bylaws. The Bylaws shall be amended in the manner provided by the Bylaws.

ARTICLE 10. AMENDMENTS

10.1 Amendments. These Articles of Incorporation may be amended as follows:

10.1.1 Proposal. Amendments to these Articles of Incorporation may be proposed either by the President, or by a majority of the Board of Directors.

10.1.2 Adoption. Except as elsewhere provided, approval of a proposed amendment to these Articles of Incorporation must be by a majority of the Board of Directors and the approval of not less than sixty-seven percent (67%) of the total Voting Interests of the CORPORATION.

10.1.3 Automatic Amendment. These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of these Articles of Incorporation. Whenever Chapter 617, Florida Statutes, Chapter 719, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles of Incorporation, the Board of Directors may operate the CORPORATION pursuant to the less stringent requirements. The Board of Directors, may adopt by majority vote, amendments to these Articles of Incorporation as the Board of Directors deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607,

617, or 719 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the CORPORATION, all as amended from time to time.

- 10.1.4 Certification. A copy of each amendment to the Articles shall be filed with the Florida Secretary of State and shall be recorded in the Public Records of Manatee County, Florida, along with a certificate of amendment executed by the appropriate officers of the CORPORATION attesting that the amendment has been lawfully adopted. The CORPORATION reserves the right to amend, alter, change or repeal any provisions contained in these Articles.

ARTICLE 11. DEFINITIONS

Any terms not defined in the Master Form Proprietary Lease or herein shall have the same definitions as stated in Chapter 719, Florida Statutes (herein, "the Cooperative Act"), unless the context requires otherwise. Also, if there is a dispute over the proper definition of a vague or ambiguous term which is otherwise not defined in the Master Form Proprietary Lease or herein or in the Cooperative Act, the CORPORATION Board of Directors shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term, which shall be binding.

ARTICLE 12. REGISTERED OFFICE AND AGENT

The registered office of the CORPORATION shall be 3701 S. Osprey Avenue Sarasota, FL 34239 c/o Progressive Community Management, Inc. The registered agent of Piney Point at that office shall be the existing manager. The CORPORATION Board of Directors may change the CORPORATION registered office and registered agent from time to time as permitted by law.

ARTICLE 13. INCORPORATOR

The name and address of the original incorporator of these Articles of Incorporation is:

Kenneth H. Hartz

P.O. Box 187 Palmetto, FL 33561

Prepared by and return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191 (Telephone)
(941) 366-9292 (Facsimile)

CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
PINEY POINT HOMEOWNERS, INC.**

We hereby certify that the attached Amended and Restated Articles of Incorporation of PINEY POINT HOMEOWNERS, INC. were duly adopted at the Annual Membership Meeting of PINEY POINT HOMEOWNERS, INC. held on February 23, 2017, by two-thirds (2/3) of the members under Article 7.2 of the Articles of Incorporation. The Association further certifies that all amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 13 day of April, 2017.

Signed, sealed and delivered:
in the presence of:

PINEY POINT HOMEOWNERS, INC.

Sign: [Signature]

By: [Signature]
Jeffrey Shain, President

Print: TWA M Deering

Sign: Barton Powell

Print: BARTON POWELL

Attest:

Sign: [Signature]

By: [Signature]
Donald Gipson, Secretary

Print: TWA M Deering

Sign: Barton Powell

Print: BARTON POWELL

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 13 day of APRIL, 2017, by Jeffrey Shain as President of Piney Point Homeowners, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



JOYCE A. CRUZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG032607
Expires 9/21/2020

NOTARY PUBLIC

Sign: Joyce A. Cruz

Print: Joyce A. Cruz
State of Florida (Seal)
My Commission expires: 9/21/20

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald Gipson as Secretary of Piney Point Homeowners, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



JOYCE A. CRUZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG032607
Expires 9/21/2020

NOTARY PUBLIC

Sign: Joyce A. Cruz

Print: Joyce A. Cruz
State of Florida (Seal)
My Commission expires: 9/21/20