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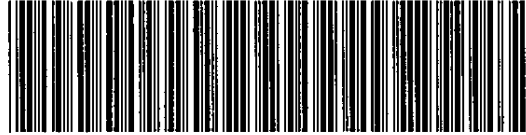
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C. CARROTHERS

DANIEL J. LOBECK
MARK A. HANSON*

MICHELLE A. STELLACI
DAVID J. FREDERICKS
LEAH E. ELLINGTON

2033 MAIN STREET, SUITE 403
SARASOTA, FL 34237
(941) 955-5622
FAX (941) 951-1469

E-MAIL law@lobeckhanson.com
INTERNET www.lobeckhanson.com

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

July 6, 2015

*FLA. SUPR. CT. CERTIFIED MEDIATOR

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

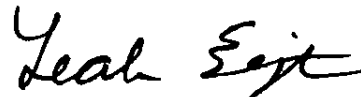
Re: Certificate of Amendment
Winding Oaks Association, Inc.

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

AMENDED AND RESTATED ARTICLES OF INCORPORATION

WINDING OAKS ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved and adopted at the Annual Meeting of the membership held on April 2, 2015, by the affirmative vote of not less than a majority of the voting interests of the membership in person or by proxy, pursuant to Article XV of the Articles of Incorporation, which is sufficient for adoption.

DATED this 25 day of June, 2015.

Signed, sealed and delivered
in the presence of:

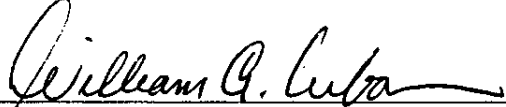
sign: 

print: NEIL FLEET

sign: 

print: David L. Cronkwell

WINDING OAKS ASSOCIATION, INC.

By: 
William Urban, President

Signed, sealed and delivered
in the presence of:

sign: 

print: NEIL FLEET

sign: 

print: David L. Cronkwell

Attest: 
Edward Ryan, Secretary

(Corporate Seal)

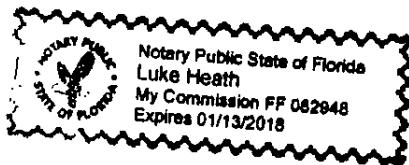
2015 JUL -8 AM 9:51
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25 day of June, 2015, by William Urban, as President of Winding Oaks Association, Inc. a Florida corporation, on behalf of the corporation. He is personally known to me or has produced DRIVERS LICENSE as identification.

NOTARY PUBLIC



sign

[Handwritten Signature]

print

Luke Heath

State of Florida at Large (Seal)

My Commission expires: 1/18

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25 day of June, 2015, by Edward Ryan as Secretary of Winding Oaks Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced DRIVERS LICENSE as identification.

NOTARY PUBLIC



sign

[Handwritten Signature]

print

Luke Heath

State of Florida at Large (Seal)

My Commission expires: 1/18

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

AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
WINDING OAKS ASSOCIATION, INC.**

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

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation not for profit under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

**ARTICLE 1
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

The name of this corporation shall be WINDING OAKS ASSOCIATION, INC. (herein, "the Association"). The principal office of said corporation shall be located at Advanced Management of Southwest Florida, Inc., located at 9031 Town Center Parkway, Bradenton, FL 34202. The Directors of the Association may change the location of the principal office of the Association from time to time.

**ARTICLE 2
PURPOSES**

The general nature of the business to be conducted by the Association shall be as follows: to be the "Association" as defined in Chapter 718, Florida Statutes (herein, "the Condominium Act") for the operation and management of the affairs and property of the Condominium known as WINDING OAKS (herein, "the Condominium"), located in Sarasota County, Florida, and to perform all acts provided in the Declaration of Condominium of the Condominium and in the Condominium Act.

**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 Association's Board of Directors 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, the 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 or by law.

4.2 SPECIFIC POWERS. The specific powers of the Association shall include but not be limited to the following:

A. To create and amend budgets and to fix annual and special assessments to be levied against all Units located in the Condominium which are subject to assessment pursuant to the Declaration of Condominium for the purpose of defraying common expenses and costs of effectuating the objectives and purposes of the Association and to create reasonable reserves for such expenditures including providing a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and for capital replacements.

B. To enter into lease agreements and to acquire and enter into agreements acquiring leaseholds, memberships and other possessory or use interests for terms up to and including ninety-nine (99) years, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members, including, but not limited to, leasing of recreation areas and facilities.

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

D. To place liens against any Unit in the Condominium for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue for the operation of the Association's business.

E. To hold funds solely and exclusively for the benefit of the members of the Association for purposes set forth in these Articles of Incorporation, the Bylaws and the Declaration of Condominium.

F. To adopt, amend, promulgate and enforce rules, regulations, resolutions, bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

G. To delegate the power or powers of the Association to a management company, committees, or agents where such is deemed to be in the Association's best interest by its Board of Directors.

H. To charge recipients for services rendered by the Association and to charge the user for use of the Association property where such is deemed appropriate by its Board of Directors.

I. To pay all taxes, other charges or assessments, if any, levied against property owned, leased or used by the Association.

J. To borrow money for the acquisition of property or a Unit or for any other lawful purpose of the Association, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for borrowed monies and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of or agreement in regard to, all or any part of the real or personal property, or property rights or privileges of the Association wherever situated.

K. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws and the Declaration of Condominium.

L. To make, enter into, perform and carry out contracts as necessary for the operation and administration of the Association, except as prohibited herein.

M. To undertake such activities and projects as will unite in companionship its members and insure the continuation of enjoyable living conditions in the Condominium.

N. To sue or be sued.

O. In general, to have all powers which are or may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE 5 MEMBERS

5.1 MEMBERSHIP. All persons owning a vested present interest in the fee title to any of the Condominium Units in WINDING OAKS, as evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates, except that upon termination of the entire Condominium, the membership shall consist of those who were members at the time of each conveyance of the respective Units to the trustee as provided in the Declaration of Condominium. In the event a Unit is owned by a legal entity other than a natural person, the officer, Director, or other official so designated by such legal entity shall exercise its membership rights.

5.2 CHANGE OF MEMBERSHIP. After the Association approves of a conveyance of a Condominium Unit as provided in the Declaration of Condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a certified copy of the deed or other instrument of conveyance.

ARTICLE 6 INCOME DISTRIBUTION

No part of the income of this corporation shall be distributable to its members, except as compensation for services rendered.

ARTICLE 7 TERM

The term for which the Association is to exist shall be perpetual, unless dissolved according to law.

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 PROPOSAL AND NOTICE. An amendment to these Articles of Incorporation may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by any Unit Owner. If twenty percent (20%) of the Unit Owners in this Condominium sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Unit Owners in this Condominium at a duly-noticed membership meeting within sixty (60) days of delivery of the petition to the Board membership.

10.2 APPROVAL. A proposed amendment must be approved by not less than a majority of the voting interests of the Association.

10.3 EXECUTION AND RECORDING. 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 OF OFFICERS AND DIRECTORS

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 12.1 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 12, 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 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 agent of the Association shall be Advanced Management of Southwest Florida, Inc., located at 9031 Town Center Parkway, Bradenton, FL 34202. The Board may change the Association's registered office and registered agent from time to time as permitted by law.