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Condominium, Homeowner  
and Cooperative Associations

Kevin T. Wells, Esq.\*  
Paul E. Olah, Jr., Esq.\*\*  
Michael W. Cochran, Esq.



CONDOMINIUM AND  
PLANNED DEVELOPMENT \*



CONSTRUCTION LAW \*\*



Law Offices of  
Wells | Olah | Cochran

Attorneys at Law

March 11, 2024

Civil Litigation  
Construction Litigation

Thomas A. Marino II, Esq.

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

Re: Articles of Incorporation  
Three Oaks HOA, Inc.

Dear Sir or Madam:

Please file the enclosed Certificate of Amendment to the Articles of Incorporation and attached amendments for the above-referenced corporation. Also enclosed is check #10377 in the amount of \$43.75 for the filing 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 | COCHRAN, P.A.

/s/ Thomas A. Marino II

Thomas A. Marino II, Esq.,

TAM/dmh  
Enclosures

Prepared by and Return to:  
Thomas A. Marino II, Esq.  
Law Offices of Wells | Olah | Cochran, P.A.  
3277 Fruitville Road, Bldg. B  
Sarasota, FL 34237  
Telephone: (941) 366-9191

**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
THREE OAKS HOA, INC.**

We hereby certify that the attached amendments to the Articles of Incorporation of Three Oaks HOA, Inc. (which original Articles of Incorporation were filed with the Department of State on February 16, 1996) were unanimously approved and duly adopted by the Directors at a Board Meeting of THREE OAKS HOA, INC. (herein, the "Association") held on December 11, 2023, as required by Article X of the Articles of Incorporation. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 7<sup>th</sup> day of March, 2024.

Signed, sealed and delivered:  
in the presence of:

THREE OAKS HOA, INC.

sign: Margaret Suarez  
print: Margaret Suarez  
address: 8588 Potter Park Dr.  
City, State, Zip: Sarasota, FL 34238  
sign: Margaret Suarez  
print: Margaret Suarez  
address: 8588 Potter Park Dr.  
City, State, Zip: Sarasota, FL 34238

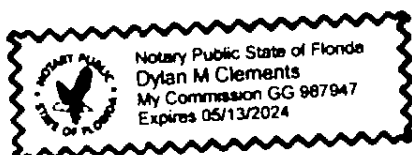
By: Mandi Cantrell  
Mandi Cantrell, Acting President

Attest: Bonti Burgess  
Bonti Burgess, Secretary

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7<sup>th</sup> day of March, 2024, by Mandi Cantrell, as Acting President of Three Oaks HOA, Inc., who is personally known to me or who has produced NA as identification.



NOTARY PUBLIC

sign: Dylan M. Clements  
print: Dylan Clements  
My Commission Expires:

**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION  
OF  
THREE OAKS HOA, INC.  
a Florida Not-for-Profit Corporation**

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

The Board of Directors of THREE OAKS HOA, INC. (herein, the "Association"), a not-for-profit corporation under the laws of the State of Florida, hereby adopts the following Amended and Restated Articles of Incorporation. These Amended and Restated Articles of Incorporation supersede and replace the previous Articles of Incorporation and any amendments thereto.

**ARTICLE 1. NAME AND PRINCIPAL ADDRESS**

1.1 Name and Address. The name of this corporation shall be THREE OAKS HOA, INC. The principal address of the Association is 5602 Marquesas Circle #101, Sarasota Florida, 34233. The Association's Board of Directors may change the Association's principal office from time to time in the manner provided by law.

1.2 Additional Corporate Information. The subdivision developer incorporated THREE OAKS HOA, INC. on February 16, 1996, with the State of Florida, Secretary of State. The Association was assigned corporate Charter Number N96000000857.

1.3 Restrictive Covenants. The original Declaration of Restrictions for Three Oaks, A Subdivision, was originally recorded in the Public Records of Sarasota County, Florida, at Book 3009, Page 100 *et seq.*

**ARTICLE 2. CORPORATE PURPOSES**

The Association is organized as a not-for-profit corporation under Chapter 617, Florida Statutes, and as a homeowner's association to perform the following purposes: to enforce the Governing Documents as the Board determines as needed and appropriate; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not for profit and homeowner's associations in carrying out the covenants and enforcing the provisions of its Governing Documents.

**ARTICLE 3. CORPORATE POWERS**

The Association shall have the following powers and shall be governed by the following provisions:

3.1. Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit and a homeowner's association, which are not in conflict with the terms of its Governing Documents.

3.2 Specific Powers. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

3.2.1 To maintain and repair all lakes and other Common Areas, structures, and improvements in the Subdivision for which the obligation to maintain and repair has been delegated to and assumed by the Association.

3.2.2 To provide utility services and other services to the Common Areas for the common good of the Owners of Lots in the Subdivisions, including without limitation the surface water management system.

3.2.3 To purchase and maintain such policies of insurance as required by Florida law, as outlined in the Governing Documents or as may be deemed desirable by the Association's Board of Directors.

3.2.4 To supervise and control the specifications, alterations, improvements, architecture, design, appearance, elevation, and location of all dwellings, buildings, structures, and alterations and improvements of any type, including dwelling units, walls, fences, driveways and pavements, grading, drainage, disposal systems, and all other structures and improvements constructed, placed or permitted to remain in the Subdivisions as well as any alterations, improvements, additions or changes thereof, including without limitation the landscaping surrounding the same as provided in the Governing Documents as originally recorded and as amended from time to time.

3.2.5 To provide such services as may be deemed necessary or desirable by the Board of Directors and to acquire the capital improvements and equipment related thereto.

3.2.6 To carry out all of the duties and obligations assigned to it as a homeowner's association under the terms of the Governing Documents and/or Florida law.

3.2.7 To create and disband committees as further provided in the Governing Documents of the Association.

3.2.8 To make, amend and enforce reasonable rules and regulations governing the Subdivision or any portions thereof, including, without limitation, the Common Areas and the Lots.

3.2.9 To make, levy and collect special and annual Assessments to pay for Common Expenses in the manner provided in the Governing Documents and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association; and the Association may record and foreclose on claims of liens for unpaid Assessments and/or seek a monetary judgment against its Members for non-payment.

3.2.10 To administer, operate and enforce the provisions of the Governing Documents.

3.2.11 To employ personnel; to retain attorneys, engineers, architects, accountants, managers, and other independent contractors and professional personnel; and to enter into service contracts

to provide for the maintenance, operation, and management of Common Areas; and to enter into any other agreements consistent with the purposes of the Association, including but not limited to, agreements for professional management and to delegate, where permitted by Florida law, to such professional management certain powers and duties of the Association.

3.2.12 To purchase, lease, hold, sell, mortgage, and otherwise acquire or dispose of Lots and other real and personal property; and to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, or association.

3.2.13 To hold and invest funds solely and exclusively for the benefit of its Members.

3.2.14 To pay and/or contest taxes and all other charges or Assessments, if any, levied against the property owned, leased, or used by the Association.

3.3 Emergency Powers. The authority granted under Section 3.3 is limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the Lot Owners and their family members, tenants, guests, agents, or invitees, and to mitigate further damage, injury, or contagion and make emergency repairs. To the extent allowed by law, unless specifically prohibited by the Declaration or other recorded Governing Documents, and consistent with Section 617.0830, Florida Statutes, the Board of Directors, in response to damage or injury caused by or anticipated in connection with an emergency, as defined in Section 252.34(4), Florida Statutes, for which a state of emergency is declared under Section 252.36, Florida Statutes, in the area encompassed by the Subdivision, the Association may exercise the following powers:

3.3.1 Conduct Board meetings, committee meetings, elections, or membership meetings; in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication 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, electronic transmission, public service announcements, conspicuous posting on the Common Areas, or any other means the Board deems appropriate under the circumstances. Notice of decisions may also be communicated as provided in this paragraph.

3.3.2 Cancel and reschedule an Association meeting.

3.3.3 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.

3.3.4 Relocate the Association's principal office or designate an alternative principal office.

3.3.5 Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.

3.3.6 Implement a disaster or an emergency plan before, during, or following the event for which a state of emergency is declared, which may include, but is not limited to, turning on or shutting off elevators, electricity, water, sewer, or security systems, or air conditioners for Association buildings.

3.3.7 Based upon the advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise available to the Board, determine any portion of the Common Areas or facilities unavailable for entry or occupancy by Lot Owners or their family members, tenants, guests, agents, or invitees to protect their health, safety, or welfare.

3.3.8 Based upon the advice of emergency management officials or public health officials or upon the advice of licensed professionals retained by or otherwise available to the Board, determine whether the Common Areas or facilities can be safely inhabited, accessed, or occupied. However, such determination is not conclusive as to any determination of habitability under the Declaration.

3.3.9 Mitigate further damage, injury, or contagion, 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 Common Areas or facilities or sanitizing the Common Areas or facilities.

3.3.10 Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the Declaration or other recorded Governing Documents, levy special Assessments without a vote of the Lot Owners.

3.3.11 Without Lot Owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions contained in the Declaration or other recorded Governing Documents.

3.3.12 Notwithstanding Subsections 3.3.6 - 3.3.9, during a state of emergency declared by executive order or proclamation of the Governor under Section 252.36, Florida Statutes, the Association may not prohibit Lot Owners, tenants, guests, agents, or invitees of a Lot Owner from accessing the Common Areas and facilities for ingress to and egress from the Lot when access is necessary in connection with: (a) the sale, lease, or other transfer of title of a Lot, or (b) the habitability of the Lot or for the health and safety of such person unless a governmental order or determination, or a public health directive from the Centers for Disease Control and Prevention, has been issued prohibiting such access to the Lot. Any such access is subject to reasonable restrictions adopted by the Association's Board of Directors.

#### **ARTICLE 4. MEMBERSHIP**

4.1 Membership. Membership is appurtenant to the ownership of a Lot or Lots and terminates upon termination of an Owner's interest in a Lot. Each Owner accepts membership and agrees to be bound by the Declaration applicable to such Owner, the Articles of Incorporation, Bylaws, and any rules and regulations of the Association. Membership is automatic upon acquisition of ownership of a Lot.

4.2 Change of Membership. Change of membership in the Association shall be established by the transfer of an ownership interest in a Lot in the Subdivision, whether by execution and delivery of a deed or other instrument or the occurrence or non-occurrence of an event that gives rise to such change in ownership. Upon the happening of such event, the owners established by such circumstance shall thereupon become a Member of the Association and the membership of the prior Owner whose qualifying interest in such Lot has ended shall terminate. The Board may establish reasonable rules and regulations for the provision to it of appropriate notice and evidence of such change of ownership, including but not necessarily limited to, delivery to the Association of a copy of instrument evidencing such change. Until appropriate evidence of a change of ownership as may be reasonably required by the Association is furnished to it, the Association may rely upon its official record or roster of Members.

4.3 Voting. Subject to the restrictions and limitations outlined in the Governing Documents and Florida law, each Member is entitled to one (1) vote in respect to all matters subject to being voted upon by the Members of the Association for each Lot owned. Each Member shall cast his or her vote in the manner provided in the Bylaws and Florida law. Voting rights may be suspended in the manner provided in the Bylaws.

4.4 Restraint Upon Separation and Partition. The interest 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 Lot which is the basis of his membership in the Association. Membership is appurtenant to, runs with, and shall not be separated from, the Lot upon which said membership is based.

4.5 Membership Roster. The Secretary of the Association or designee shall maintain a current list of the Members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to inform the Association Secretary or designee in writing, giving the Member's name, address, and Lot number; provided, however, that any notice given to or vote accepted from the prior Owner of such Lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records of Sarasota County or make other inquiry to determine the status and correctness of the list of Members of the Association maintained by the Secretary and shall be entitled to rely upon the Association's official records until notified in writing of any change in ownership of the Lot.

## **ARTICLE 5. TERM OF EXISTENCE**

The Association shall exist perpetually unless sooner dissolved according to law.

## **ARTICLE 6. BOARD OF DIRECTORS AND OFFICERS**

6.1 Board of Directors. The Board of Directors shall consist of five (5) Directors, and may be increased or decreased from time to time by the Board, but shall never be less than three (3). The Board of Directors will manage the affairs of the Association. Directors will be elected and removed from office in the manner provided in the Bylaws. Directors shall meet the qualifications established in the Bylaws and Florida law.



6.2 Officers. The affairs and operation of the Association are to be managed by a President, a Vice President, a Secretary and a Treasurer, all of whom shall also be Directors. All officers and assistant officers serve at the pleasure of the Board and may be removed by the Board with or without cause. All officers and assistant officers shall perform such duties and responsibilities as provided in the Bylaws and by the Board.

## **ARTICLE 7. BYLAWS**

The Bylaws of the Association shall be altered, amended, or rescinded in the manner provided for in the Bylaws.

## **ARTICLE 8. AMENDMENTS TO ARTICLES OF INCORPORATION**

8.1 Amendments. These Articles may be altered, amended, or rescinded by resolution of the Board of Directors.

8.2 Limitation on Amendments. Under Section 720.306(1)(c), Florida Statutes, an amendment may not materially and adversely alter the proportionate voting interest appurtenant to a Lot or increase the proportion or percentage by which a Lot shares in the Common Expense of the Association unless the record Lot Owner and all record owners of liens on the Lots join in the execution of the amendment. A change in the quorum requirements is not an alteration of voting interests. The merger or consolidation of one or more associations under a plan of merger or consolidation pursuant to Chapter 617, Florida Statutes, is not a material or adverse alteration of the proportionate voting interest appurtenant to a Lot.

8.3 Certificate of Amendment. The Association shall file a copy of each amendment to these Articles of Incorporation with the Florida Secretary of State. The Association shall also record a copy of each amendment in the Public Records of Sarasota County, Florida along with a Certificate of Amendment executed by the appropriate officers of the Association with the formalities of a deed. An amendment becomes legally effective when filed and recorded as provided herein.

## **ARTICLE 9. DISSOLUTION OF INCORPORATION**

The Association may be dissolved upon a resolution to that effect being approved by at least eighty percent (80%) of the total voting rights of the Members, or upon judicial decree or as provided in Chapter 617, Florida Statutes.

## **ARTICLE 10. INDEMNIFICATION**

10.1 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 proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer or committee member of the Association, against expenses (including trial and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her 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 he or she did not act in good faith, nor 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 proceeding, that he or she had reasonable cause to believe his or her 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 which he or she reasonably believed to be in or not opposed to the best interest of the Association, and, for any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the Members, 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.

10.2 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 10.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including trial and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceedings upon receipt of any undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized herein or as otherwise permitted by law.

10.4 Miscellaneous. The indemnification provided herein 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. Anything to the contrary notwithstanding, the provisions of this Article 10 may not be amended without the written approval of all persons whose interests would be adversely affected by such amendment.

10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member 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 11. MISCELLANEOUS**

11.1 Interpretation. Unless defined herein, terms used herein shall have the same meaning as provided in the Declaration. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable and arbitrary. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable and arbitrary shall conclusively establish the validity of such interpretation.

11.2 Definitions. If a term is not defined herein or in the Declaration or is deemed ambiguous, the Board of Directors shall be responsible for defining the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the community or refer to a common dictionary when defining a term. The Board of Directors' definition shall be binding on all parties unless wholly unreasonable and arbitrary.

11.3 Conflicts. The term "Governing Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration, Articles of Incorporation, and the Bylaws, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration. In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict in any of the Governing Documents, the documents shall control in the following order: Declaration, Articles of Incorporation, and Bylaws.

11.4 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

11.5 Severability. In the event that any provisions of these Articles of Incorporation are deemed invalid, the remaining provisions shall be deemed in full force and effect.

11.6 Headings. The headings of paragraphs or sections herein are for convenience purposes only and shall not be used to alter or interpret the provisions therein.

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

The current street address of the registered office of the Association is Capstone Association Management, 5602 Marquesas Circle #101, Sarasota, Florida 34233. The Association's Board of Directors may change the Association's registered agent and registered office as provided by law.