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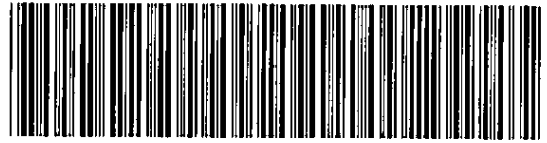
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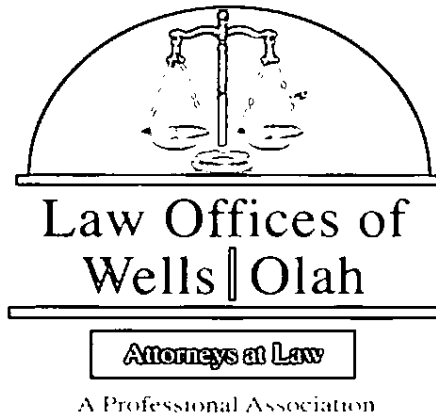
JUL 12 2019

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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.
Brett M. Sarason, Esq.

June 24, 2019

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

Re: Certificate of Amendment
Heritage Oaks Club Homes III, Inc.

Dear Sir or Madam:

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

Enclosed is my firm 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@kevinwellspla.com

MWC/enl
Enclosures

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)

FILED
NOTARY OF STATE
DIVISION OF CORPORATIONS
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CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
HERITAGE OAKS CLUB HOMES III, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation of Heritage Oaks Club Homes III, Inc. (which Articles were originally attached as an Exhibit to the Declaration of Covenants, Conditions and Restrictions for Heritage Oaks Club Homes III, originally recorded at Official Records Instrument # 1998152847 in the Public Records of Sarasota County Florida on November 16, 1998) were duly adopted at the Special Membership Meeting of Heritage Oaks Club Homes III, Inc. held on March 28, 2019, by not less than a majority of the voting interests pursuant to Article VII of the Article of Incorporation of Heritage Oaks Club Homes III, Inc. The Association further certifies that all amendments were proposed and adopted as required by the governing documents and applicable law.

Signed, sealed and
delivered in the presence of:

sign: [Signature]
print: David Serbus

sign: [Signature]
print: Callie Semach

HERITAGE OAKS CLUB HOMES III, INC.

By: [Signature]
Allan Serbus, President

Attest:
By: [Signature]
David Kinnisten, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9th day of April, 2019, by Allan Serbus as President of Heritage Oaks Club Homes III, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced Personally Known as identification.

NOTARY PUBLIC

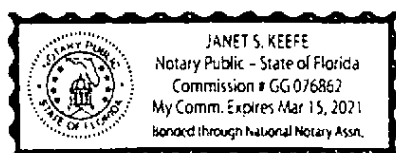
Sign: [Signature]

Print: Janet S. Keefe

State of Florida (Seal)

My Commission expires:

03-15-2021



AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
HERITAGE OAKS CLUB HOMES III, INC.
(A Corporation Not For Profit)**

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

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions for **Heritage Oaks Club Homes III** ("Declaration") was recorded at Official Records Instrument Number 1998152847 of the Public Records of Sarasota County, Florida; and

WHEREAS, the original Articles of Incorporation of **Heritage Oaks Club Homes III, Inc.** ("Association"), a corporation not for profit under the laws of the State of Florida and a homeowners association pursuant to Chapter 720, Florida Statutes, were filed with the Florida Department of State on February 2, 1998; and

WHEREAS, the Board of Directors of the Association proposed and approved these Amended and Restated Articles of Incorporation at a duly-noticed and convened Board meeting; and

WHEREAS, at least a majority of the voting interests of the Association approved these Amended and Restated Articles of Incorporation pursuant to Article of the Articles of Incorporation at a duly-noticed and convened membership meeting held on March 28, 2019; and

WHEREAS, the number of membership votes cast in favor of the amendments were sufficient for approval under the governing documents and Florida law.

NOW, THEREFORE, the Association does hereby adopt the following Amended and Restated Articles of Incorporation of **Heritage Oaks Club Homes III, Inc.**, which supersede and replace the previous Articles of Incorporation and all amendments thereto:

ARTICLE 1. NAME AND CORPORATION INFORMATION

1.1 **Corporate Name.** The name of this not for profit corporation is **HERITAGE OAKS CLUB HOMES III, Inc.** ("Association").

1.2 **Additional Corporate Information.** The Association was incorporated on February 2, 1998 with the State of Florida, Secretary of State and was assigned Corporate Charter Number N98000000631. The original Declaration of Covenants, Conditions, and Restrictions for **Heritage Oaks Club Homes III, Inc.** was recorded in Official Records Instrument Number 2001114806 of the Public Records of Sarasota County, Florida ("Declaration").

ARTICLE 2. PRINCIPAL OFFICE. The principal address of the Association is 2477 Stickney Point Road, Suite 118-A, Sarasota, Florida 34231. The Association's Board of Directors may change the Association's principal office from time to time in the manner provided by law.

ARTICLE 3. PURPOSES AND POWERS

3.1 **Purposes.** The purpose of the Association is to serve as a Not for Profit Corporation organized on a non-stock basis as a Chapter 720, Florida Statutes homeowners' association which will, subject to the Declaration,

have the powers described herein. The Association will not permit pecuniary gain or profit and will make no distribution of its income to its Members, officers or directors.

3.2 Common Law and Statutory Powers. The Association shall exercise all common law rights, powers and privileges and those that a corporation not for profit under Chapter 617, Florida Statutes and a homeowners association under Chapter 720, Florida Statutes may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers and privileges reasonably to be implied or inferred from the exercise of any right, power, or privilege so granted, or granted by the Governing Documents, or as reasonably necessary to effectuate the exercise of any right, power or privilege so granted, subject always to the Declaration, as amended from time to time.

3.3 Specific Powers. The Association's Board of Directors ("Board") shall have all of the powers reasonably necessary or appropriate for the operation and regulation of a residential neighborhood, including, but not limited to the power to:

A. **Assessments.** Fix, levy, establish, and collect a budget and to fix annual and special assessments to be levied against all Lots which are subject to assessment pursuant to the aforesaid Declaration for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements, and replacements.

B. **Real or Personal Property.** Acquire (by gift, purchase, or otherwise), own, hold, accept, improve, build upon, operate, maintain, repair, convey, sell, lease, mortgage, encumber, rent, transfer, or otherwise dispose of real or personal property in connection with the purposes or affairs of the Association.

C. **Borrow Money.** Borrow money, and mortgage, pledge, deed in trust, assign, grant security interests in, or otherwise pledge or hypothecate any or all of its real or personal property, collection and claim of lien rights, assessments and accounts as security for money borrowed, debts incurred or any of its other financial obligations.

D. **Mergers and Consolidations.** Participate in mergers and consolidations with other associations organized for the same or similar purposes, provided that merger or consolidation shall require the consent of at least a majority of the voting interests of the Association.

E. **Heritage Oaks Golf & Country Club, Inc.** Assist, cooperatively, with Heritage Oaks Golf & Country Club, Inc., in the administration and enforcement of the Declaration of Covenants, Conditions, and Restrictions for Heritage Oaks Golf & Country Club.

F. **Contracts.** Make, enter into, perform, and carry out contracts of every kind and nature with any person, firm, corporation, or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

G. **Collection.** Place liens against any Lot subject to Assessment for delinquent and unpaid Assessments, late fees, interest, costs, attorney's fees and/or other charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such amounts for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

H. **Hold & Invest Funds.** Hold and invest funds solely and exclusively for the benefit of the Members of the Association for the purposes set forth in the Governing Documents and under Chapter 720, Florida Statutes.

I. **Rules and Regulations.** Promulgate, adopt, amend, alter, revoke, and enforce Rules and Regulations, covenants, restrictions, and agreements that govern the Lots and administration of the Association.

J. **Delegate Powers.** Delegate such of the powers of the Association to independent contractors, committees, management companies, officers, and to other agents as may be deemed to be in the Association's best interest by the Board of Directors.

K. **Charge for Services.** Charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

L. **Pay Costs.** Pay all costs, expenses, obligations, and to pay taxes and other charges or assessments, if any, levied against property owned, leased, or used by the Association.

M. **Enforce.** The authority, but not the legal obligation or duty, to enforce by any and all lawful means the obligations of Members and the provisions of these Articles of Incorporation, the Bylaws of the Association, the Rules and Regulations, and the terms and provisions of the aforesaid Declaration, and any and all architectural standards or guidelines.

N. **Sue and Be Sued.** The authority, but not the obligation, to sue or be sued; provided however, that the Association's right to sue is limited by Section 720.303(1), Florida Statutes.

O. **Insurance.** Purchase and maintain such insurance policies as required by Florida law or its Governing Documents or as may be deemed desirable by the Board of Directors.

P. **Committees.** Create and disband committees as further provided in the Governing Documents.

Q. **Employ Personnel.** Employ personnel; retain attorneys, engineers, architects, accountants, managers, and other independent contractors and professionals; and to enter into service contracts to provide for the maintenance, operation; and to enter into other agreements consistent with the purposes of the Association.

3.4 **Emergency Powers.** To the extent allowed by law, unless specifically prohibited by the Governing Documents, and consistent with Sections 617.0830 and 720.316, 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, in the area encompassed by the Subdivision, may exercise the following powers:

A. **Relocate Principal Office.** The Board of Directors may relocate the principal office or designate alternative principal offices or authorize any officer to do so.

B. **Assistant Officers.** The Board of Directors may name any person or persons to serve as interim assistant officers, which assistant officers shall have the same authority as the officers to whom they are assistants during the period of emergency, to accommodate the incapacity or absence from the area of any officer. 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.

C. **Emergency Meetings.** The Board of Directors may conduct Board, committee or membership meetings after notice of the meetings and Board decisions are provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, public service announcements, conspicuous posting on the Community property, or any other means the Board deems appropriate under the circumstances. The Directors in attendance at such a Board meeting (if more than one (1) Director) shall constitute a quorum.

D. **Cancel and Reschedule Meetings.** The Board may cancel and reschedule any Association meeting.

E. **Agreements.** The Board may enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.

F. **Disaster Plan.** The Board may implement a disaster plan before or immediately following the event for which a state of emergency is declared.

G. **Association Property Unavailable for Entry.** Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the Community property unavailable for entry or occupancy by Owners or their family members, tenants, guests, agents, or invitees to protect their health, safety, or welfare.

H. **Mitigate Damage.** The Board may 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 Community property.

I. **Levy Special Assessments.** Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the Declaration or other Governing Documents, the Board may levy special assessments without a vote of the Lot Owners.

J. **Pledge Association Assets and Borrow Money.** Without Owners' approval and notwithstanding any other provision of the Governing Documents, the Board may 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.

K. **Limitation on Authority.** The authority granted under this Article 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 and make emergency repairs.

L. **Good Faith.** Corporate action taken in good faith to meet the emergency needs of the Association, its Owners or residents shall be binding on the Association and shall have the rebuttable presumption of being reasonable and necessary.

ARTICLE 4. MEMBERSHIP AND VOTING RIGHTS. Membership and voting rights in the Association shall be as set forth in Article 3 of the Declaration and Article 2 of the Bylaws. 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 membership in the Association. The Association shall maintain a list of the Members of the Association. Each Member shall be entitled to one (1) vote for each Subdivision Lot in which the Member holds a fee simple ownership.

ARTICLE 5. CORPORATE EXISTENCE. The term of the Association shall be perpetual, unless sooner dissolved in the manner provided below.

ARTICLE 6. BYLAWS. The Bylaws may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE 7. AMENDMENTS TO ARTICLES OF INCORPORATION. These Articles of Incorporation may be proposed and adopted in the following manner:

7.1 **Proposal.** An amendment to these Articles of Incorporation may be proposed by a majority of the Board of Directors or by written petition signed by no less than twenty-five (25%) of the Association's total eligible Voting Interests. If by written petition, the proposed amendments must be submitted to a vote of the Association not later than the next annual membership meeting.

7.2 **Vote Required.** Except as otherwise provided by law, or by specific provision of the Heritage Oaks Club Homes III Governing Documents, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by at least sixty-seven percent (67%) of the voting interests of the Association who are present in person or by proxy and voting at any annual or special membership meeting called for the purpose, provided that a copy of each proposed amendment has been given to the Members in accordance with law.

7.3 **Automatic Amendment.** These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration. Whenever Chapter 720, Florida Statutes, Chapter 617, 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 the Articles of Incorporation, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 720 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

7.4 **Limitation on Amendment.** Pursuant to 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.

7.5 **Certification.** A copy of each amendment to these Articles of Incorporation shall be filed with the Florida Department of State, Division of Corporations, and shall be recorded in the Official Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted. An amendment becomes legally effective when filed and recorded as provided herein.

ARTICLE 8. BOARD OF DIRECTORS

8.1 **Board of Directors.** The affairs and operation of the Association shall be managed by a Board of Directors. The number of Directors comprising the Board of Directors shall be as provided from time to time in the Bylaws of the Association, but shall be composed of three (3), five (5) or seven (7) Directors. The Directors shall satisfy all requirements contained in the Bylaws and in Chapter 720, Florida Statutes. Directors shall be elected by the Members in the manner provided in the Bylaws and Chapter 720, Florida Statutes. Elections shall be by plurality vote of the Members.

8.2 **Terms of Office.** All Directors shall serve for terms in accordance with the provisions of the Bylaws. Any elected Director may be removed from office with or without cause by majority vote of the Members in the manner provided in the Bylaws and Chapter 720, Florida Statutes.

ARTICLE 9. OFFICERS. The executive officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The same person may hold two or more offices, provided, however, that the office of President and Secretary (or Assistant Secretary) shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the Bylaws.

ARTICLE 10. REGISTERED OFFICE AND REGISTERED AGENT. The registered office of the Association shall be at 2477 Stickney Point Road, Suite 118-A, Sarasota, Florida 34231. The Association's Board of Directors may, from time to time, change its registered office and agent in the manner provided by law.

ARTICLE 11. INDEMNIFICATION

11.1 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 or she is or was a Director, officer or committee member of the Association, against expenses (including trial and appellate attorney's 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, with respect to 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.

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, 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.

11.3 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.

11.4 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 11 may not be amended without the written approval of all persons whose interests would be adversely affected by such amendment.

11.5 **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 11.

ARTICLE 12. MISCELLANEOUS.

12.1 **Interpretation.** Unless defined herein, terms used herein shall have the same meaning as provided in the Declaration or the Homeowners' Association Act. 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.

12.2 **Definitions.** If a term is not defined herein or in the Declaration or the Homeowners' Association Act 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.

12.3 **Florida Statutes.** Any reference to a statute or statutory provision herein, including, but not limited to, the Homeowners' Association Act and the Florida Not for Profit Corporation Act, shall automatically include all future amendments and renumbering from time to time.

12.4 **Conflicts.** The term "Governing Documents," as used in these Articles of Incorporation and elsewhere shall mean the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Oaks Golf & Country Club, recorded at Official Records Instrument Number 2016051030 of the Public Records of Sarasota County, Florida, for Heritage Oaks Golf & Country Club, Inc., a Florida corporation not for profit (the "Club Association") and the Articles of Incorporation and Bylaws of the Club Association, as well as the Declaration of Covenants and Restrictions for Heritage Oaks Club Homes III, and all recorded Exhibits to it, the Association's Rules and Regulations, and the Association's Architectural Guidelines and Standards, all as amended from time to time. If there is an irreconcilable conflict between the provisions of any of these documents, the first of them to appear in the foregoing list shall prevail.

12.5 **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.

12.6 **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.

12.7 **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.