

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

**ENCLAVES OF VENICE NORTH HOME OWNERS
ASSOCIATION, INC.**

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AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
ENCLAVES OF VENICE NORTH HOME OWNERS ASSOCIATION, INC.
(A Non-Profit Florida Corporation)**

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

The members of **ENCLAVES OF VENICE NORTH HOME OWNERS ASSOCIATION, INC.**, hereby adopt these AMENDED AND RESTATED ARTICLES OF INCORPORATION. The Amended and Restated Articles of Incorporation supersede and replace all previous Articles of Incorporation and amendments thereto.

1. NAME AND PRINCIPAL ADDRESS OF CORPORATION.

1.1 Name and Address. The name of this corporation is **ENCLAVES OF VENICE NORTH HOME OWNERS ASSOCIATION, INC.** (herein, the "Association") The principal office of the Association is 810 B Pinebrook Rd., Venice, FL 34285, and the mailing address of the Association is c/o Capri Property Management, 810 B Pinebrook Rd., Venice, Florida 34285. The Association's Board of Directors may change the location of the principal office from time to time.

1.2 Additional Corporate Information. The **ENCLAVES OF VENICE NORTH HOME OWNERS ASSOCIATION, INC.** was originally incorporated on September 24, 2003 with the State of Florida, Secretary of State. The original Declaration of Restrictions and Covenants of **ENCLAVES OF VENICE NORTH SUBDIVISION**, was recorded in the Official Records as Instrument #2004026748, of the Public Records of Sarasota County, Florida (herein, the "Declaration"). The subdivision plat of **ENCLAVES OF VENICE NORTH SUBDIVISION** is recorded at Plat Book 44, Pages 13, 13A and 13B of the Official Records of Sarasota County, Florida.

2. CORPORATE PURPOSES AND POWERS.

2.1 Purposes. The Association is organized to perform the following purposes: to take title to, operate, administer, manage, insure and maintain the common areas of **ENCLAVES OF VENICE NORTH SUBDIVISION**, located in Sarasota County, Florida (herein, the "Subdivision") or such portions thereof or as are dedicated to or made the responsibility of the Association in the Declaration, in accordance with the terms of and purposes set forth therein; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit in order to carry out the covenants and enforce the provisions of its governing documents. The Association is a homeowners association under Chapter 720, Florida Statutes and a not-for-profit corporation under Chapter 617, Florida Statutes.

2.2 Powers. In furtherance of its corporate purposes, the Association shall have all powers permitted or required by Chapters 617 and 720, Florida Statutes, and by the Declaration of Restrictions and Covenants for the Subdivision, which powers shall include, but not be limited to the following:

2.2.1 This corporation is the Association or entity responsible for maintenance of the Common Amenities, including the Stormwater Management System of the Subdivision, which is located in Sarasota County, Florida. As such, the Association has the power and authority to operate and maintain the Stormwater Management System, including but not limited to, all lakes, retention areas, culverts and related appurtenances in accordance with any applicable Southwest Florida Water Management District permits and applicable provisions of the Sarasota County Land Development Code. In the event the Association is dissolved, the property consisting of the Stormwater Management System will be conveyed or dedicated to a similar non-profit organization to assure continued maintenance in perpetuity.

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

2.2.3 To take all action reasonably necessary to protect and promote the Subdivision property, health, safety and welfare of the owners of lots in the Subdivision; and the power to sue and be sued subject to the monetary limitation of Section 720.303(1), Florida Statutes; and appear and defend in all actions and proceedings; and to enforce the provisions of the governing documents and Association Rules.

2.2.4 The power to make, establish, amend and enforce reasonable rules and regulations governing the use of Subdivision or any portions thereof, including, and without limitation, the common areas and lots.

2.2.5 To make, levy and collect special and regular assessments to pay for common expenses in the manner provided in the governing documents and to use and expand the proceeds of such assessments in the exercise of the powers and duties of the Association; to borrow money in furtherance of its corporate powers and purposes; and the Association may place and foreclose on claims of liens for unpaid assessments and/or seek a monetary judgment against its members for non-payment.

2.2.6 To employ personnel; to retain 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 corporate purposes or powers of the Association, including but not limited to, agreements with respect to the professional management and to delegate to such professional management certain powers and duties of the Association.

2.2.7 In the event of an emergency as defined in Section 617.0207, Florida Statutes, the Board of Directors may exercise the emergency powers described therein and Section 617.0303, Florida Statutes, as may be amended from time to time.

2.2.8 To purchase and maintain such policies of insurance as delegated to the Association by the members, or as set forth in the Declaration of Covenants and Restrictions or as may be deemed desirable by the Association's Board of Directors.

2.2.9 To supervise and control the specifications, architecture, design, appearance, elevation and location of all buildings, structures and improvements of any type located in the Subdivision, including without limitation, the dwelling, walls, fences, driveways and pavements, grading, drainage, disposal systems and all other structures or improvements constructed, placed, or permitted to remain in the Subdivision as well as the alteration, improvement, addition or changes thereof, including the landscaping surrounding the same.

2.2.10 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.

2.2.11 To purchase, acquire, replace, improve, maintain and repair such buildings, structures and equipment related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion, determines to be necessary or desirable.

2.2.12 To carry out all of the duties and obligations assigned to it as a Homeowners Association under the terms of the governing documents or Florida law.

2.2.13 To operate without profit and for the sole and exclusive benefit of its members.

2.2.14 To hold funds solely and exclusively for the benefit of its members.

2.2.15 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.

2.3 Emergency Powers. For purposes of this Article 2.3 only, an emergency exists during a period of time that the Subdivision, or the immediate geographic area in which the Subdivision is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Subdivision. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

2.3.1 The Board of Directors may relocate the principal office or designate alternative principal offices or authorize any officer to do so.

2.3.2 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.

2.3.3 The Board of Directors may hold Board meetings during an emergency with notice given only to those directors with whom it is practicable to communicate, and the notice can be given in any practicable manner. The directors in attendance at such a Board meeting (if more than one (1) Director) shall constitute a quorum.

2.3.4 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.

2.3.5 The Board of Directors shall also exercise any and all powers authorized by Sections 617.0207 and 617.303, Florida Statutes, as amended from time to time.

3. DEFINITIONS.

The terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Restrictions and Covenants of Enclaves of Venice North Subdivision and, where applicable, Chapter 720, Florida Statutes, unless herein provided to the contrary, or unless the context otherwise requires.

4. MEMBERSHIP.

4.1 Membership. The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a Lot in the Enclaves of Venice North Subdivision, Sarasota County, Florida, shall by virtue of such ownership be a member of this corporation.

4.2 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 membership is based.

5. CORPORATE EXISTENCE.

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

6. ORIGINAL SUBSCRIBER.

The name and address of the subscriber of the original Articles of Incorporation are as follows: Edward L. Wotitzky, with an address of 223 Taylor Street, Punta Gorda, FL 33950.

7. BOARD OF DIRECTORS AND OFFICERS.

The Board of Directors will manage the affairs of the Association. The Bylaws shall provide for the number of Directors; however, there shall be no fewer than three (3) and not more than seven (7) directors. The Directors will be elected each year at the annual membership meeting of the Association as provided for in the Bylaws, subject to the rights of the Lot Owners to elect directors as provided in the Declaration of Restrictions and Covenants of Enclaves of Venice North Subdivision. Directors will be removed from office in the manner provided in the Bylaws. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. Officers will be appointed and removed by the Board and shall perform such duties and responsibilities as provided in the Bylaws.

8. BYLAWS.

The Bylaws of the Association are to be made, altered or rescinded by the members of the Association as provided for in the Bylaws.

9. AMENDMENTS.

These Articles of Incorporation may be amended in the following manner:

9.1 **Notice.** Notice of a proposed amendment shall be included in or with the notice of any Board meeting at which a proposed amendment is considered. Such notice shall contain either a summary of the changes or the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

"Substantial rewording of Articles of
Incorporation. See Section...for present text."

Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

9.2 **Proposal and Adoption.** An amendment may be proposed by either the Board of Directors of the Association or by not less than ten (10) of the voting interests

of the membership. Except as elsewhere provided, approval of an amendment must be by an affirmative vote of not less seventeen (17) of the voting interests present (in person or by limited proxy), and voting at a membership meeting called in whole or in part for that purpose.

9.3 Execution and Recording. The Association shall file a copy of each amendment to these Articles of Incorporation with the Florida Secretary of State. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall recite the Official Records Book and Page of the original recorded Declaration and shall be executed by the appropriate officers of the Association, with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

10. VOTING RIGHTS.

Subject to the restrictions and limitations hereinafter set forth, each member shall be 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. In the event one lot is owned by two or more owners either as joint owners, owners in common, or otherwise, said owners shall be collectively entitled to only one vote. Each member shall cast its vote in the manner provided in the Bylaws.

11. DISBURSEMENT OF EARNINGS.

No part of the net earnings of the Association shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance, or care of Association property or through the rebate of the excess membership dues, fees, or assessments.

12. REGISTERED OFFICE AND AGENT

The registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be Capri Property Management at the address of 810 B Pinebrook Rd., Venice, Florida 34285. The Association's Board of Directors is authorized to change its Registered Agent and Registered Office in the manner provided by law.

13. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees through all trial and appellate levels, reasonably incurred by or imposed upon him or her in connection with any proceeding, arbitration or settlement to which he/she may be a party, or in which he or she may become involved, by reason of being or having been a director or officer of the Association, whether or not a director or officer at the time such expenses

are incurred. Notwithstanding the foregoing, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the director or officer admits or is adjudged guilty of willful malfeasance in the performance of his or her duties, the indemnification provisions contained herein shall not apply. The foregoing right of indemnification shall be in addition to and not exclusive of any and all of indemnification to which such Director or officer may be entitled by common law or statute.