

**RESTATED ARTICLES OF INCORPORATION
OF
ISLES OF SARASOTA HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)**

The membership of the **ISLES OF SARASOTA HOMEOWNERS ASSOCIATION, INC.** (herein, the "Association") in accordance with the provisions of Chapters 617 and 720, Florida Statutes, hereby substantially amend the Articles of Incorporation as follows:

1. The Association was originally incorporated on August 25, 2004, pursuant to Chapter 617 of the laws of the State of Florida by filing the original Articles of Incorporation ("Original Articles") with the Florida Secretary of State, Division of Corporations.
2. The original Articles were duly amended and restated in their entirety in 2005 in accordance with the provisions of Section 617.1007(1), Florida Statutes, and Article X of the Original Articles by the Board of Directors of the Association.
3. The 2005 Amended and Restated Articles of Incorporation were approved by not less than one hundred percent (100%) of the entire Board of Directors ("Board") of the Association, pursuant to Article XIII of the Original Articles.
4. These amendments to the Amended and Restated Articles of Incorporation were duly proposed and adopted by the written consent of a majority of the Association's Board of Directors at a Board meeting dated March 13, 2017, and by a majority of the Association's total Voting Interests present at the March 30, 2017 and reconvened April 13, 2017 membership meeting, in accordance with the provisions of Article XIII of the Amended and Restated Articles of Incorporation.
5. These amendments to the Amended and Restated Articles of Incorporation have been duly executed by the President and Secretary of the Association on the dates hereinafter set forth on the execution page.
6. As so adopted, these amendments to the Amended and Restated Articles of Incorporation replace the previously Amended and Restated Articles of Incorporation in their entirety and are substituted therefor.

**ARTICLE 1.
DEFINITIONS**

The terms used in these Articles of Incorporation shall be as defined in the Declaration, as it is amended from time to time, which definitions are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE 2.
NAME AND PRINCIPAL ADDRESS

2.1 **Name.** The name of this corporation shall be **ISLES OF SARASOTA HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit (herein, the "Association").

2.2 **Principal Address.** The Association's principal address and mailing address is 5901 Benevento Drive, Sarasota, Florida 34238. The Association's Board of Directors shall have the authority to change the Association's principal address in the manner provided by law.

ARTICLE 3.
PURPOSES

The purposes for which the Association is organized, include without limitation, to provide an entity pursuant to Chapter 720, Florida Statutes, as subsequently amended from time to time (herein, the "HOA Act"), for the operation of **ISLES OF SARASOTA** and to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in, the Isles of Sarasota Documents and to carry out the covenants and enforce the provisions of the Isles of Sarasota Documents.

ARTICLE 4.
POWERS

The Association's Board of Directors shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of the Isles of Sarasota Documents.

B. The Association's Board of Directors shall have all of the powers granted to the Association in the Isles of Sarasota Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association's Board of Directors shall have all of the powers reasonably necessary to operate the Association and to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Isles of Sarasota Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Association Property and the Lots.

3. To make, amend, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Community Expenses and other costs defined in the Declaration and costs of

collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To own, maintain, repair, replace, operate and convey the Association Property and Lots in accordance with the Isles of Sarasota Documents and to maintain and operate the water management system as permitted by the Southwest Florida Water Management District.

5. To enforce by any and all appropriate legal means the obligations of the Members and the provisions of the Isles of Sarasota Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association and/or its Board of Directors.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above, by Florida law or to carry out the Association mandate to keep and maintain Isles of Sarasota in a proper and esthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Isles of Sarasota.

9. To borrow money and to obtain such financing as is necessary to carry out the Association's purposes and powers, including but not limited to improve, alter, maintain, repair and replace the Association Property in accordance with the Declaration and, as security for any such loan, to collaterally repaying any such loan.

10. To purchase insurance upon the Association Property and insurance for the protection of the Association, its Board of Directors, Officers, and its Members as Lot Owners.

11. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of a majority of all Voting Interests present (in person or by proxy) at a duly called meeting of the Members at which a quorum is present} prior to commencing any lawsuit, other than for the following purposes:

(a) the collection of Assessments, fines, or other monetary obligations due to the Association;

(b) the collection of other charges or amounts which Owners are obligated to pay pursuant to the Isles of Sarasota Documents or Rules;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Isles of Sarasota Documents or Rules;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Members) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of the Members);

(e) filing a counterclaim; or

(f) any lawsuit, mediation, arbitration or legal action approved by one hundred percent (100%) of the Board of Directors of the Association.

12. To veto any action taken or contemplated to be taken by the Neighborhood Association which the Board reasonably determines to be adverse to the interests of the Association or its Members. The Association also shall have the power to require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association, and to require that a proposed budget include certain items and that specific expenditures be made.

(a) Any action required by the Association in a written notice pursuant to the foregoing paragraph to be taken by the Neighborhood Association shall be taken within the reasonable time frame set by the Association in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood Association.

(b) To cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall Assess the Homes and/or Lots in the Neighborhood for their pro rata share of any expenses incurred by the Association in taking such action in the manner provided above. Such Assessments may be collected as a Special Assessment hereunder and shall be subject to all lien rights provided for herein.

D. To the extent allowed by law, unless specifically prohibited by the Isles of Sarasota Documents, and consistent with Section 617.0830, Florida Statutes and Section 720.316, Florida Statutes, the Association's 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 Isles of Sarasota Subdivision, may exercise the following powers:

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 Association Property, or any other means the Board deems appropriate under the circumstances.

2. Cancel and reschedule any Association meeting(s).

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

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

6. Implement a disaster plan before or immediately 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.

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

8. Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the Association Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration.

9. 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 Association Property.

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 Owners.

11. Without 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.

The authority granted under Article 4.D. 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.

ARTICLE 5. **MEMBERS AND VOTING**

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Membership in the Association for Owners shall be established by the acquisition of ownership of fee simple title to a Home as evidenced by the recording of an instrument of conveyance

amongst the Public Records of the County. Persons or entity acquiring title to a Home shall promptly deliver a true copy of a recorded deed or other instrument of acquisition of title to the Association.

B. The Association shall have only one (1) class of voting membership:

Each Member shall be entitled to one (1) vote for each Home owned. There shall be one indivisible vote per Home.

C. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Home.

D. Any Member who conveys or loses title to a Home by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Home and shall lose all rights and privileges of a Member resulting from ownership of such Home.

E. There shall be only one (1) vote for each Home.

1. If there is more than one Member with respect to a Home as a result of the fee interest in such Home being held by more than one natural person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Home owned by more than one natural person shall be cast by the person named in a certificate signed by all of the Owners of the Home.

2. If a Home is owned by a corporation, the corporation must designate an officer or director of the corporation as the Voting Representative.

3. If a Home is owned by a LLC, the LLC must designate a member of the LLC as the Voting Representative.

4. If a Home is owned by a partnership, the partnership must designate a partner of the partnership as the Voting Representative.

5. If a Home is owned by a trust, the trustee must designate a trustee, grantor or beneficiary of the Trust who resides in the Home as the Voting Representative.

6. If a Home is owned by any other non-natural legal entity, the legal entity must designate as its Voting Representative a person with substantial involvement with the day-to-day operation and affairs of the entity as the Voting Representative.

The Designation of the Voting Representative must occur on a certificate drafted and provided by the Association for this purpose and must be timely filed with the Manager or Secretary of the Association prior to the membership meeting or any lawful adjournment thereof, and such certificate shall be valid until revoked by a subsequent certificate or transfer of the fee simple title to the Home. If such a certificate is not timely filed with the Manager or Secretary of the Association, the vote of such Home shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Home is owned by a husband and wife they may, but shall not be required to, designate a Voting Representative. In the event a certificate designating a Voting Representative is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Home owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Home vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Home's vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Home shall not be considered, but shall count for purposes of establishing a quorum.

F. A quorum at a membership meeting shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

G. Lakeside at the Isles Neighborhood.

1. Only a Condominium Unit located in **LAKESIDE AT THE ISLES ON PALMER RANCH SECTION I, A CONDOMINIUM** (herein, "Lakeside at the Isles") shall be located within a Neighborhood. The Homes and/or Lots within Lakeside at the Isles are subject to the Declaration of Condominium for Lakeside at the Isles, which contains additional covenants and restrictions.

2. Upon the affirmative vote, written consent, or a combination thereof, of the majority of Owners within the Lakeside at the Isles Neighborhood, the Lakeside at the Isles on Palmer Ranch Section I Condominium Association, Inc. may request that the Association provide a higher level of service or special services for the benefit of Homes and/or Lots in the Lakeside at the Isles, the cost of which shall be Assessed solely against the Lakeside at the Isles Homes and/or Lots as a Neighborhood Assessment.

3. The Owners of Homes and/or Lots located within the Lakeside at the Isles shall personally cast the votes attributable to their respective Homes and/or Lots on any issue requiring a vote of the Voting Members under the Declaration, the Bylaws, or the Articles.

ARTICLE 6.
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association may be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

In the event that the Association is dissolved, the surface water management system, real property containing the surface water management system and water management portions of the Association Property may be conveyed to an agency of local government determined to be acceptable to the Southwest Florida Water Management District. If the local government declines to accept the conveyance, then the surface water management system, real property containing the surface water management system and water management portions of the Association Property may be dedicated to a similar non-profit corporation.

ARTICLE 7.
INCORPORATOR

The name and address of the original Incorporator of these Articles is as follows:

John Olinger
4500 PGA Boulevard, Suite 400
Palm Beach Gardens, FL 33418

ARTICLE 8.
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Officers must be Members, or the parents, adult children or spouses of Members or the designated Voting Representative of a Home owned by a corporation, LLC, partnership, trust or other non-natural entity.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other Officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE 9.
BOARD OF DIRECTORS

A. The number of Directors on the Board of Directors of the Association shall be five (5) Directors must be Members, or the parents, adult children or spouse of a Member or the designated Voting Representative of a Home owned by a corporation, LLC, partnership, trust or other non-natural entity. There shall be only one (1) vote for each Director.

B. A Director may be removed from office upon the affirmative written vote of a majority of the total Voting Interests of Members with or without cause and for any reason deemed to be in the best interests of the Members pursuant to Section 720.303(10), Florida Statutes.

C. Directors shall be elected to serve two (2) year staggered terms of office, as more fully provided in the Bylaws.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

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: (1) 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 (2) 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.

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 in this Article 10, or as otherwise permitted by law.

10.4 **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 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.

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 10.

ARTICLE 11. **BYLAWS**

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE 12. **AMENDMENTS**

12.1 **Proposal, Notice and Vote.** These Articles may be amended in the following manner:

(a) Amendments to the Articles of Incorporation may be proposed by a majority of the Association's Board of Directors or by a written petition signed by at least thirty percent (30%) of the Association's eligible Voting Interests. Upon proper proposal, the Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of membership meetings.

(c) At such membership meeting, a vote of the Members shall be taken on the proposed amendments. The proposed amendments shall be adopted upon receiving the affirmative approval of two-thirds (2/3) of the eligible Association Voting Interests present (in person or by proxy) and voting at such a membership meeting at which a quorum is obtained.

12.2 **Limitation on Amendment.** Notwithstanding any provisions of this Article 12 to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

12.3 **Method of Proposing Amendments.** Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. No provision of the Articles of Incorporation may be amended by reference to its title or number only. Proposals to amend the Articles of Incorporation shall contain the full text of the provision to be amended; new words shall be inserted in the text and 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 form: "*Substantial rewording of Articles of Incorporation. See provision for present text.*" A copy of each amendment to the Articles of Incorporation shall be filed with and certified by the Secretary of State and shall also be recorded amongst the Public Records of the County along with a Certificate of Amendment.

ARTICLE 13. **REGISTERED OFFICE AND AGENT**

The registered office of the Association shall be 5901 Benevento Drive, Sarasota, Florida 34238. The registered agent of the Association at that office shall be the Association Manager, currently William Crosley. The Board of Directors of the Association may change the Association's registered agent and office in the manner provided by law.

ARTICLE 14. **MISCELLANEOUS**

The following miscellaneous provisions shall apply to these Articles of Incorporation and the Isles of Sarasota Documents:

14.1 **Conflicts.** The term "Isles of Sarasota Documents," as used in these Articles of Incorporation and elsewhere, shall include the Declaration of Covenants, the Articles of Incorporation, and the Bylaws, and all of the instruments and documents referred to therein, including, but not limited to, any amendments and supplement declarations. In the event of a conflict between language in any of the Isles of Sarasota Documents, the following priorities shall control:

- (i) Declaration of Covenants;
- (ii) Articles of Incorporation;
- (iii) Bylaws; and
- (iv) Rules and Regulations.

14.2 **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.

14.3 **Severability.** In the event that any provisions of the Isles of Sarasota Documents are deemed invalid, the remaining provisions shall be deemed in full force and effect.

14.4 **Definitions.** The terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Covenants, unless herein provided to the contrary, or unless the context specifically shall otherwise require.