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**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**STONEYBROOK AT VENICE COMMUNITY ASSOCIATION, INC.**

**ARTICLE 1.**  
**NAME OF CORPORATION AND PRINCIPAL OFFICE**

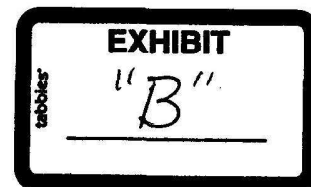
The name of the corporation shall be STONEYBROOK AT VENICE COMMUNITY ASSOCIATION, INC. (herein "the Association"). The principal office of the Association shall be located at 2365 Estuary Drive, Venice, Florida 34292. The Association Board (herein "the Board") may change the location of the principal office of the Association from time to time.

**ARTICLE 2.**  
**PURPOSE**

The purpose of the Association shall be the operation and management of the affairs and property of the subdivision known as Stoneybrook at Venice, located in Sarasota County, Florida, and to perform all acts provided in the Declaration of Covenants, Conditions and Restrictions and Exhibits annexed thereto and in Chapters 617 and 720 of the Florida Statutes. The Association shall not be operated for profit.

**ARTICLE 3.**  
**DEFINITIONS**

The terms used herein shall have the same definitions as stated in the Declaration of Covenants, Conditions and Restrictions and state statutes unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration of Covenants, Conditions and Restrictions or by state statutes, the Board shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.



## ARTICLE 4. POWERS

**4.1 GENERAL POWERS.** The Association is organized and shall exist upon a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of an Association not for profit under Florida law, except as limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions or Bylaws, and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Declaration of Covenants, Conditions and Restrictions as it may hereafter be amended including, but not limited to, the following.

**4.2 SPECIFIC POWERS.** The specific powers of the Association shall include but not be limited to those powers described in the Bylaws and as described below:

A. To levy and collect Assessments against all Members of the Association to defray the costs, expenses and losses of the Association, and to use the proceeds of Assessments in the exercise of its power and duties.

B. To own, lease, maintain, repair, replace or operate the Common Areas.

C. To purchase insurance upon the Common Areas for the protection of the Association and its Members.

D. To reconstruct improvements after casualty and to make further improvements of the Common Areas.

E. To make, amend and enforce reasonable Rules and Regulations governing the use of the Common Areas and the operation of the Association.

F. To sue and be sued, and to enforce the provisions of the Declaration, these Articles and the Bylaws of the Association.

G. To contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board or the membership of the Association.

H. To employ accountants, attorneys, architects or other professional personnel to perform the services required for proper operation of the properties.

I. To acquire, own and convey real property and to enter into agreements or acquire leaseholds, easements, memberships and other possessory or use interests in lands or facilities such as

country clubs, golf courses, marinas and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the Lands of the Community if they are intended to provide enjoyment, recreation or other use or benefit to the Members.

J. To borrow or raise money for any purposes of the Association; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association.

K. To be responsible in perpetuity for maintenance of the Preservation areas (i.e., all preserved, restored or created wetlands areas and upland buffer zones); and to take action against Owners, if necessary, to enforce the conditions of the permit issued by Southwest Florida Water Management District ("SWFWMD") for the Community.

L. To be the responsible entity to operate and maintain the Stormwater Management System as permitted by SWFWMD, including but not limited to, all lakes, retention areas, culverts and related appurtenances.

**4.3 FUNDS AND TITLES HELD.** Except as provided herein and in the Declaration, all funds and title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the Bylaws.

## **ARTICLE 5. MEMBERSHIP**

The qualifications required for membership, and the manner in which Members shall be admitted to membership, shall be as stated in the Declaration and the Bylaws. Each and every Owner of a Lot in this subdivision shall be a Member of this Association.

## **ARTICLE 6. TERM**

The term for which this Corporation shall exist shall be perpetual, unless dissolved according to law.

## **ARTICLE 7. BOARD OF DIRECTORS**

The affairs and operation of the Association shall be managed by a governing board called the Board of Directors. The Bylaws shall provide for the number, election, removal, qualification and resignation of the Directors and for filling vacancies on the Board.

**ARTICLE 8.  
BYLAWS**

The Bylaws of the Association may be adopted, made, altered, amended, or rescinded according to the manner described in the Bylaws, so long as they are not inconsistent with these Articles.

**ARTICLE 9.  
AMENDMENTS**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

**9.1 NOTICE.** The text of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is to be considered.

**9.2 PROPOSAL.** A resolution for the adoption of a proposed amendment may be proposed either by the Board or by not less than twenty percent (20%) of the Members of the Association.

**9.3 ADOPTION.** These Articles of Incorporation can be amended only upon the affirmative vote of not less than two-thirds (2/3) of the Members who cast a vote, in person or by proxy, at a properly called Members' Meeting. Members not present in person at the Members' Meeting considering the amendment may express their approval in writing, by proxy, provided such proxy vote is delivered to the Secretary prior to the Members' Meeting.

**9.4 CERTIFICATION.** An amendment to these Articles of Incorporation shall become effective upon filing with the Florida Secretary of State and recording a copy along with a Certificate of Amendment in the Public Records of Sarasota County, Florida.

**ARTICLE 10.  
INDEMNIFICATION**

**10.1 INDEMNIFICATION.** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Corporation against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he or she may be a party because of being or having been, a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication established that his or her actions or omissions to act were material to the cause adjudicated and involved:

A. Willful misconduct or a conscious disregard for the best interest of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor;

B. A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

C. A transaction from which the Director or officer derived an improper personal benefit.

**10.2** In a proceeding brought by or on behalf of the Association, in the event of a settlement, the right to indemnification shall not apply unless the Board approved such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

**10.3 INSURANCE.** The Association shall have the power to purchase and maintain insurance with reasonable deductibles on behalf of any person who is or was a Director or officer against any liability asserted against the person and incurred in any such capacity, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article 10 to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

#### **ARTICLE 11. DISSOLUTION OF THE ASSOCIATION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit Association, association, trust or other organization to be devoted to such similar purposes.

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

The registered agent of the Association shall be The Law Offices of Lobeck & Hanson, P.A., located at 2033 Main Street, Suite 403, Sarasota, FL 34237. The Board may change the Association's registered office and registered agent from time to time as permitted by law.