

State of Florida



Department of State

I certify that the attached is a true and correct copy of Amended and Restated Articles of Incorporation, filed June 5, 1992, for THE MEADOWS COMMUNITY ASSOCIATION, INC., changing its name to THE MEADOWS COMMUNITY ASSOCIATION, INCORPORATED, a Florida corporation, as shown by the records of this office.

The document number of this corporation is 735441.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
12th day of June, 1992.



CR2EO22 (2-91)

Jim Smith
Secretary of State

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

THE MEADOWS COMMUNITY ASSOCIATION, INC.

(A Corporation Not For Profit)

Pursuant to Section 617.1007(4), Florida Statutes (1991), these Articles of Incorporation of The Meadows Community Association, Inc., a Florida corporation not for profit which was originally incorporated under the name of The Meadowood Management Company, Inc. on March 31, 1976 and subsequently amended on two occasions in 1979 and again in 1989, as evidenced by amendment documents on file with the Secretary of State, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1007(4), Florida Statutes (1991), and there is no material discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1007(4), Florida Statutes (1991, as well as Sections 617.1101, 617.1103, 617.1105, and 617.1106 (all 1991) which are applicable as amendments are included herein relative to the merger of The Highlands Management Association, Inc., a corporation not for profit, originally incorporated in the State of Florida on January 31, 1986, into The Meadows Community Association, Inc., the surviving corporation.

The amended and Restated Articles of Incorporation of this Corporation, shall henceforth be as follows:

ARTICLE I

NAME: The name of this corporation shall be THE MEADOWS COMMUNITY ASSOCIATION, INCORPORATED, sometimes herein referred to as "MeadowsCorp".

ARTICLE II

PURPOSES: The general nature, objects and purposes of MeadowsCorp are as follows:

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Prepared by:
Neil J. Welch, Esq. 5661 Pipers Waite, Sarasota, Fl. 34235

** OFFICIAL RECORDS **
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(1) To accept and hold title to, and thereafter to manage and administer the use of, the common areas of that certain property commonly known as "The Meadows", which is a planned unit development under the ordinances of the County of Sarasota, State of Florida, which property is located in Sections 2, 11, 12, 14 and 15, Township 36 South, Range 18 East, Sarasota County, Florida, and is more particularly described in that certain document entitled "Declaration of Maintenance Covenants and Restrictions on the Common for The Meadows", which is recorded in the Public Records of Sarasota County, Florida; to likewise accept and hold title to and thereafter to manage and administer the use of, the common areas of that certain property known as "The Highlands", hereinafter referred to as "The Highlands", which property is located in Sections 10 and 11, Township 36 South, Range 18 East, Sarasota County, Florida, and is more particularly described in that certain document entitled "Master Covenants for The Highlands," which is recorded in the Public Records of Sarasota County, Florida.

(2) To manage, operate, maintain and control the usage of all land and water areas and improvements intended for the common usage of all owners of land in "The Meadows" and "The Highlands" including, without limitation, the private roads, sidewalks, pedestrian, bicycle and other pathways, lakes, ponds, drainage canals, waterways, parks, landscaping, conservation areas and other similar areas set aside by the developer of "The Meadows" and "The Highlands" and transferred to MeadowsCorp for the common use and benefit of all owners in "The Meadows" and "The Highlands", which areas are herein collectively referred to as "Common Areas".

(3) To take such action as may be deemed appropriate to promote the health, safety and social welfare of the owners of property within "The Meadows" and "The Highlands".

(4) To provide, purchase, acquire, replace, improve, maintain and/or repair all improvements including, without limitation, buildings, structures, streets, sidewalks, street lighting, landscaping, equipment, furniture and furnishings, both real and personal, related to the promotion of health, safety and social welfare of the members of MeadowsCorp as the Board of Directors in its discretion may determine necessary or appropriate.

(5) To furnish or otherwise provide for private security, fire protection and other services as the Board of Directors in its discretion determines necessary or appropriate and to provide the capital improvements and equipment related thereto.

(6) To supervise and control the specifications, architecture, design, appearance, elevation and location of all buildings, structures and improvements of any type, including houses,

apartments, stores, walls, fences, swimming pools, antenna, grading, drainage, disposal systems, and all other structures constructed, placed or permitted to remain in The Meadows and Highlands, as well as the alteration, improvements, addition or changes thereof, including landscaping surrounding the same, whenever neighborhood property owners associations or condominium associations in The Meadows and Highlands fail to do or in the event there is no neighborhood association or non-profit corporation in existence to enforce subdivision restrictions applicable to a particular subdivided area of The Meadows and/of Highlands.

(7) To undertake and carry out all of the duties and obligations which may be assigned to it as the master property owners association under the terms and provisions of the Resolution and Development Order adopted by the County of Sarasota on November 14, 1974, in reference to "The Meadows" (as recorded in Official Record Book 1063, Page 1070, Public Records of Sarasota County, Florida), the Declaration of Maintenance Covenants hereinabove referred to, any applicable Declarations of Restrictions, and/or the planned unit development ordinances of the County of Sarasota, and to insure compliance by the members of MeadowsCorp with the terms and provisions of the foregoing as the same may be applicable to "The Meadows"; and likewise in reference to "The Highlands" according to the terms and provisions of the document "Master Covenants For The Highlands" (as recorded in Official Record Book 1659, Page 1540, Public Records of Sarasota County, Florida) or any declarations of restrictions or deed restrictions applicable to subdivided portions of "The Highlands".

(8) To operate without profit and for the sole and exclusive benefit of property owners in "The Meadows" and "The Highlands".

ARTICLE III

POWERS: MeadowsCorp shall have the following powers:

1. All of the powers and privileges granted to Corporations not for Profit under the laws of the State of Florida.
2. All of the powers reasonably necessary to implement and effectuate the purposes of MeadowsCorp, including but not limited to, the following:

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(a) To establish a budget and to levy and collect assessments against all property located in "The Meadows" and "The Highlands" which is subject to assessment pursuant to recorded Covenants for the purpose of paying the expenses of MeadowsCorp relating to maintenance and operation of the common areas and for such other purposes as may be deemed desirable in order to accomplish the purposes herein referred to, to provide a reasonable contingency fund for the ensuing year, and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

(b) To place liens against property in "The Meadows" and "The Highlands" for unpaid assessments and to bring suit for the foreclosure of such liens or otherwise to enforce the collection of such assessment for the purpose of obtaining revenue for the operation of the business of MeadowsCorp.

(c) To purchase or otherwise acquire, loan, lease, mortgage, operate, sell, trade or otherwise deal with all property, whether real or personal, related to its purposes or activities, as may be deemed necessary or desirable in order to carry out the purposes and objectives of MeadowsCorp; to 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 MeadowsCorp 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.

(d) To maintain, repair, replace and operate the common areas in "The Meadows" and "The Highlands" and such other property as MeadowsCorp may acquire.

(e) To construct improvements upon the lands owned by or under the control of MeadowsCorp in the furtherance of the objectives of the corporation and thereafter to maintain, manage and operate the same.

(f) To adopt, promulgate and enforce rules, regulations, Bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which MeadowsCorp is organized.

(g) To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of MeadowsCorp, the terms and provisions of said Declaration of Maintenance Covenants and Restrictions as well as the Highlands Master Covenants, and all rules and regulations adopted thereunder, and

wherever applicable or appropriate, the terms and provisions of the restrictions applicable to any portion of "The Meadows" and/or "The Highlands" and according to the aforesaid Resolution and Development Order of the County of Sarasota.

(h) To undertake, exercise and carry out all of the rights, duties and obligations which may be granted to or imposed upon MeadowsCorp pursuant to said Covenants, Restrictions or Development Order.

(i) To hold all funds solely and exclusively for the benefit of the member property owners in "the Meadows" and "The Highlands" for the purposes set forth in these Articles of Incorporation.

(j) To enter into agreements with property owners' associations, including condominium associations, for the collection of such assessments.

(k) To charge recipients for services rendered by MeadowsCorp and to charge the user for use of Corporate property where such is deemed appropriate by its Board of Directors.

(l) To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by MeadowsCorp.

(m) To employ such personnel as may be necessary within the sole discretion of the Board of Directors to carry out the purposes of the Corporation.

(n) To delegate such of the powers of MeadowsCorp as may be deemed to be in the corporation's best interest by the Board of Directors.

(o) To borrow money for the acquisition of property or for any other lawful purpose of the corporation, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the corporation for borrowed monies, and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the real or personal property, or property rights or privileges of the corporation wherever situated.

ARTICLE IV

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

1. The owners of all lots, parcels, or condominium units included in the property subject to the aforesaid Declaration of Maintenance Covenants and Restrictions as well as the Highlands Master Covenants shall be members of MeadowsCorp, and no other persons or entities shall be entitled to membership except as herein provided.

2. Membership shall be automatically established by the acquisition of Fee Title to a lot, parcel or Condominium Unit included in the property subject to said Covenants. The membership of any property owner shall be automatically terminated upon his or her being divested of all title to or his or her entire fee ownership interest in any parcel of land, except that nothing herein contained shall be construed as terminating the membership of any property owner who may own two or more such parcels, or who may own a fee ownership interest in any such parcel, so long as such owner continues to own one unit or parcel.

3. The interest of a member in the funds and assets of MeadowsCorp cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the parcel which is the basis of his or her membership in MeadowsCorp.

4. For the purposes of voting and as regards the assessments to be levied on individual property owners, the members of "The Meadows" and "The Highlands" each such group being subject to its own Covenants, as heretofore stated, shall be divided into two indivisible classes as hereinafter described:

(a) MEADOWS CLASS: All members whose property is subject to that certain document entitled "Declaration of Maintenance Covenants and Restrictions on The Common for the Meadows", previously referred to herein, shall have one vote for each \$10,000.00, or major fraction thereof, of assessed value of the property owned by such member in "The Meadows" as determined under the provisions of the aforesaid Declaration of Maintenance Covenants.

(b) MEADOWS CLASS: All members of this class as described in the preceding paragraph will have the Meadows share of the MeadowsCorp expenses calculated and assessed according to the terms of that certain document entitled, "Declaration of Maintenance Covenants and Restrictions on the Common for the Meadows", which share shall be determined as the Meadows percentage of the total assessed value of the property subject to MeadowsCorp assessment.

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(c) **HIGHLANDS CLASS:** All members whose property is subject to that certain document entitled "Master Covenants For The Highlands", previously referred to herein, shall for each parcel unit or lot have a number of votes equal in number to all other individual parcel unit or lot owners who are members of this class so as to have equal voting within the class notwithstanding any difference in individual property assessed values. The Bylaws will contain rules to achieve, as near as possible, parity in voting strength between the Highlands and Meadows classes.

(d) **HIGHLANDS CLASS:** All members of this class as described in the preceding paragraph will be assessed on a basis completely equal with all other members of this class, the Highlands share of the MeadowsCorp expenses calculated and assessed according to the terms of that certain document entitled "Master Covenants For The Highlands", which share shall be determined as the Highlands percentage of the total assessed value of property subject to MeadowsCorp assessment.

5. The Secretary of MeadowsCorp shall maintain a list of its members and the number of votes to which each member is entitled, which list shall be updated at least annually to reflect new owners, delete former owners, and adjust assessed values when required. Whenever any person or entity becomes entitled to membership he or she shall notify the Secretary of that fact, together with appropriate information to legally identify the parcel, unit or lot involved; the Secretary shall not be required to search the Public Records of Sarasota County or make other inquiry to determine the status or correctness of the list of members of MeadowsCorp maintained by the Secretary who shall be entitled to rely upon the corporation's records until notified in writing of any change in ownership, provided however, that any notice given to or vote accepted from the prior owner of such parcel, unit or lot before receipt of written notification of change of ownership shall be deemed to be properly given or received.

6. In order to avoid confusion as to the right of multiple owners of a parcel or unit to cast votes, the vote attributable to any given parcel or unit shall not be divided among such owners but shall be cast by one of such owners or an agent of such owners designated by a written instrument signed and legally binding upon all such multiple owners. Multiple owners shall be deemed to include two or more individuals, partnerships, corporations, trusts or other legal entities.

7. Owners of any properties subject to the said Covenants but not subject to the annual maintenance assessment set forth therein shall be non-voting members of MeadowsCorp.

ARTICLE V

EXISTENCE: This Corporation shall have perpetual existance.

ARTICLE VI

REGISTERED OFFICE: The registered office of the corporation shall be located at 5037 Ringwood Meadow, Sarasota, Florida, but the corporation may maintain offices and transact business in any such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII

BUDGET AND EXPENDITURES: The Board of Directors shall annually adopt a budget for operations of the corporation for the ensuing year and for the purpose of levying assessments against all assessable property, which budget shall be conclusive and binding upon all persons; provided that the Board of Directors may thereafter at any time approve or ratify variations therefrom in respect of expenditures.

ARTICLE VIII

1. **BOARD OF DIRECTORS:** Nine Directors shall constitute the Board of Directors of the Corporation, with said Directors serving as members in three separate classes, each class having staggered terms of three years each. Only members can be elected to or serve on the Board except a spouse of a member who resides with such member in The Meadows and/or Highlands may be elected to and may serve on the Board.

2. The Board of Directors shall consist of the following persons as members of the three classes:

- (a) Class with term ending March, 1993:
Janice DeGrineau, 4783 Ringwood Meadow, Sarasota, Fl.
Edward Gentner, 5467 Chantclaira, Sarasota, Fl.
Sidney Waller, 3349 Hadfield Greene, Sarasota, Fl.

- (b) Class with term ending March, 1994:
Thomas Coundit, 4927 Windsor Park, Sarasota, Fl.
Edward Carey, 4841 Greywood Lane, Sarasota, Fl.
Bernard Kay, 3144 Ringwood Meadow, Sarasota, Fl.

- (c) Class with term ending March, 1995:
Olin McReynolds, 5582 Chanteclair, Sarasota, Fl.
Eleanor Dwyer, 3153 Heatherwood Lane, Sarasota, Fl.
David Johnson, 4033 Oakley Greene, Sarasota, Fl.

3. Regular annual elections of persons to serve on the Board of Directors shall take place on the first Monday in March. No Director may serve more than two consecutive terms.

4. When for any reason a vacancy occurs on the Board the remaining Directors shall fill the vacancy by appointment until the next regular annual election, at which time the members shall elect a Director to fill the remainder of that term.

5. In addition to the nine elected members of the Board, there shall be liaison members of the Board who may sit with the Board in its deliberations without a vote, as follows:

- (a) Until January 1, 1994, a representative of the Developer.
(b) A representative of any owner of property situated in either the Meadows and/or Highlands, the value of which property exceeds five percent of the total valuation of property in either the Meadows or Highlands, as would be appropriate to the site of such owner's property, such values based on the most recent assessed property valuations.
(c) The chairperson of The Assembly.

6. Nothing herein to the contrary, for the period beginning with the filing of this instrument and continuing only until the first Monday in March, 1993, one additional person, who shall be a member of the Highlands Class shall be a voting member of the Board, thus resulting in a ten member Board for this period of time. At the March, 1993 annual meeting the Board will revert to nine members. The tenth member of the Board is, Mr. Eugene Schutt, 3050 Highlands Bridge Rd., Sarasota, Fl.

ARTICLE IX

1. **OFFICERS:** The Board of Directors shall elect from its members a President, a Vice President, Secretary and Treasurer each of whom shall hold office for one year. No Director shall hold more than one office on the Board of Directors at the same time. The Board of Directors may also elect as many other officers as may be deemed necessary, each of whom shall hold office for one year. The affairs of MeadowsCorp shall be administered by the officers subject to the direction of the Board of Directors.

The Board of Directors or the Chairperson with the approval of the Board of Directors may employ personnel to conduct the affairs of MeadowsCorp.

2. All the individual duly elected Presidents, or other representatives selected or otherwise appointed for this purpose, of each of the not for profit incorporated Associations within "The Meadows" and "The Highlands", one each, and four additional delegates representing the Meadows Homeowner's Association shall constitute a Nominating Committee for the purpose of nominating candidates for election to the Board of Directors in such manner as provided for in the Bylaws. This committee herein referred to as The Assembly may also review and advise the Board of Directors on all proposed budgets and assessments and such other matters as the Board may require. The Assembly may elect such officers and adopt such rules as may be necessary to organize and perform its responsibilities. An individual member of the Assembly shall serve in the Assembly until his or her successor is appropriately elected or designated by his or her individual Association on the occasion of the annual Association elections.

ARTICLE X

BYLAWS: The Bylaws of MeadowsCorp may be altered, amended or rescinded by the Board of Directors in the manner provided therein.

ARTICLE XI

AMENDMENTS: These Articles may be altered, amended or repealed by resolution of the Board of Directors; provided, however, that no amendment affecting the rights of the Developer, or its successors or assigns as Developer (as the same is defined in the Covenant documents referred to herein) in any material or adverse manner shall be effective without the prior written consent of the Developer, or its successor or assign, as Developer. No amendment diminishing the voting rights of any member shall be effective without approval of such amendment by majority vote of the members.

ARTICLE XII

INDEMNIFICATION: Every Director and every officer shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he may become involved, by reason of his or her being or having been a Director or Officer of the Corporation, whether or not he or she is a Director at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of wilful misfeasance or

malfeasance in the performance of his or her duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. Obligations hereunder may be covered by insurance if the Board of Directors so chooses.

ARTICLE XIII

DISSOLUTION: The term of the Corporation shall be perpetual, however, upon the expiration of the term of the aforementioned Covenants for both "The Meadows" and "The Highlands" the Corporation may be dissolved upon a resolution to that effect being approved by the Board of Directors, and as otherwise prescribed for in the Statutes of the State of Florida. Upon dissolution of the Corporation, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(a) any property determined by the Board of Directors to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

(b) All remaining assets, or the proceeds from the sale of such assets, shall be distributed among the members in proportion to the amount that the assessed value of the member's property bears in relation to the total assessed value of property in the Meadows and Highlands.

ARTICLE IV

RESIDENT AGENT: MeadowsCorp does hereby appoint Edward A. Miller whose address is 5037 Ringwood Meadow, Sarasota, Florida 34235, as its registered agent and resident agent under the laws of the State of Florida. By affixing his signature hereto, the said Edward A. Miller does hereby accept said designation and appointment.


Edward A. Miller

**CERTIFICATE OF AMENDMENT
TO
THE ARTICLES OF INCORPORATION
OF
THE MEADOWS COMMUNITY ASSOCIATION, INC.**

The undersigned, being the duly elected President of The Meadows Community Association, Incorporated, hereby certifies that the foregoing was approved by affirmative vote of the Board of Directors of the Corporation at a duly called meeting of the Board on the 3rd day of June, 1992, in accordance with the requirements of the Articles of Incorporation for their amendment, and that said action by the Board of Directors was sufficient for the foregoing amended and restated Articles of Incorporation. The foregoing both amend and restate the amended Articles of Incorporation in their entirety.

Executed this 3rd day of June, 1992.

Attest: The Meadows Community Association, Inc.

(S) Janice De Brineau Secretary
(P) JANICE DE BRINEAU (Corp. Seal)
(S) Edward R. Carey President
(P) EDWARD R. CAREY

STATE OF FLORIDA
COUNTY OF SARASOTA

Acknowledged before me this 3rd day of June, 1992 by Edward R. Carey, President, and by Janice De Brineau, Secretary, respectively, of The Meadows Community Association, Inc., a Florida corporation not for profit, both personally known to me, and who having been duly sworn, executed this instrument on behalf of the corporation.

(S) Mary Beth Molinaro Notary Public
(P) MARY BETH MOLINARO (seal)



Notary Public, State of Florida
MARY BETH MOLINARO
My Comm. Exp. Sept. 11, 1995
Comm. No CC 142802