

N02946

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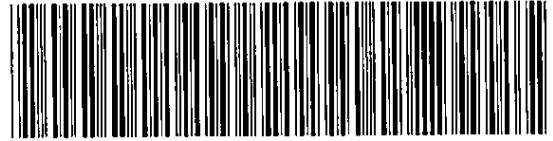
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2024 MAY -7 AM 11:34

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Becker

Becker & Poliakoff
1819 Main Street
Suite 905
Sarasota, FL 34236

April 29, 2024

Via U.S. Mail

Amendment Section
Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: **Articles of Amended and Restated Articles of Incorporation**
Sandleheath Condominium Association, Inc. - Document No.: N02946
Our File No.: S04493-215589

Dear Sir/Madam:

Enclosed please find the original and one copy of the Articles of Amended and Restated Articles of Incorporation for the above-referenced Association. A check for \$35.00 is also enclosed for the filing fee.

Please file and return the filed copy to my attention. A self-addressed stamped envelope is enclosed for your convenience.

Please feel free to call me should you have any questions regarding this matter.

Sincerely,



KEVIN L. EDWARDS
For the Firm

KLE/lv
Enclosures

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SANDLEHEATH CONDOMINIUM ASSOCIATION, INC**

2024 MAY -7 PM 11:34

*****SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION –
SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT*****

These are the Amended and Restated Articles of Incorporation of Sandleheath Condominium Association, Inc, originally filed with the Florida Department of State on the 8th day of May 1984 with a Charter Number N02946.

For historical reference, the name of the original incorporators, and their addresses at the time of incorporation, was Roger Postlethwaite, 1900 Longmeadow, Sarasota, FL 33580; Thomas Brown, 1900 Longmeadow, Sarasota, FL 33580, and William E. Getzen, 1550 Ringling Boulevard, Sarasota, FL 33578. The street address of the initial registered office was 1900 Longmeadow, Sarasota, FL 33580, and the name of the initial registered agent was Thomas Brown. The Board may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office, and the registered agent, in the manner provided by law.

1. NAME. The name of the corporation is SANDLEHEATH CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation is referred to in this instrument as the "Association," the Amended and Restated Declaration of Condominium as "Declaration," these Amended and Restated Articles of Incorporation as the "Articles," and the Amended and Restated Bylaws of the Association as the "Bylaws."

2. PURPOSE. The purpose for which the Association is organized is to manage, operate, maintain, repair, replace and improve the Sandleheath Condominium as defined and described in the Declaration.

3. DEFINITIONS. The terms used in these Articles have the same definitions and meaning as those set forth in the Declaration and the Act, unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Association include the following:

4.1 General. The Association has all the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Declaration, these Articles or of the Act.

4.2 Enumeration. The Association has all the powers set forth in the Act except as limited by the Declaration, these Articles, and the Bylaws (all as amended from time to time), and all the powers reasonably necessary to operate the Sandleheath Condominium including, but not limited to, the following:

4.2.1 To make and collect Assessments (including Special Assessments) and other Charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, license, and trade both real and personal property and to grant easements and licenses as to same as may be necessary or convenient in the administration of the Association and the operation of the Condominiums.

4.2.3 To maintain, repair, replace, reconstruct, add to, improve, and operate the Condominium and Units and any other property acquired or leased by the Association.

4.2.4 To purchase insurance upon the Condominium Property and other insurance for the protection of the Association, its Officers, Directors, Committee members, and Members as Unit Owners.

4.2.5 To make and amend Rules and Regulations concerning the use of the Condominium Property (Common Elements and the Units) and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

4.2.6 To enforce by legal means the provisions of the Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

4.2.7 To contract for the management of the Association and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all the powers and duties of the Association except those which require specific, non-delegable approval of the Board or the membership of the Association.

4.2.8 To employ personnel to perform the services required for proper operation of the Association.

4.2.9 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income, or rights.

4.3 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors, or Officers, and upon dissolution, all assets of the Association shall be transferred or distributed as authorized by the Florida not for Profit Corporation Statute.

4.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws, and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and the Bylaws.

5. MEMBERS. The Members of the Association consist of all the record Owners of Units in the Sandleheath Condominium Association, Inc., and after termination of the Condominium shall consist of those who were Members at the time of the termination and their successors and assigns.

5.1 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, pledged, or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.2 Voting. On all matters upon which the membership is entitled to vote, there is only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the Bylaws. Any person or entity owning more than one (1) Unit is entitled to one (1) vote for each Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida law are not entitled to cast the vote assigned to the Unit for which the suspension was levied during the period of suspension and such Voting Interests shall be subtracted from the required number of votes when calculating any required vote or quorum for the period during which such suspension exists.

5.3 Meetings. The Bylaws shall provide for an annual meeting of Members and may make provision for regular and special meetings of Members other than the annual meeting.

6. TERM OF EXISTENCE. The Association has perpetual existence.

7. OFFICERS. The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. BOARD OF DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall never consist of less than three (3) Directors.

8.2 Duties and Powers. All the duties and powers of the Association existing under the Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of the Board, as provided in the Bylaws, subject only to approval by Members only when such approval is specifically required.

8.3 Election; Removal. Directors of the Association shall be elected in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

9. **BYLAWS.** The Bylaws of the corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

10. **AMENDMENTS.** These Articles may be amended in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER ___ FOR PRESENT TEXT."

10.3 Notice. Written notice setting forth the proposed amendment or a summary of the changes shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a vote of at least a majority of the Voting Interests of the Association. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Condominium Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Sarasota County Public Records according to law and filed with the Secretary of State according to law.

10.6 Automatic Amendment. These Articles shall be deemed amended, if necessary, to make the same consistent with the provisions of the Declaration. Whenever the Act, 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 these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board, without a vote of the Members, may also 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 the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time. All other changes to the Articles as stated in paragraph 10.4 above require a majority vote of the owners.

10.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

11. INDEMNIFICATION.

11.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, 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 attorneys' fees 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 proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or 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 (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding 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 failed to 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 membership of the Association, 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. In the event of a settlement, the right to indemnification shall not apply unless the Board approves such settlement as being in the best interest of the Association.

11.2 Defense. 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, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

11.3 Advances. Reasonable 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 proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or 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, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

11.4 Miscellaneous. The indemnification provided by this Article 11 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.

11.5 Insurance. The Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, 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 duty to indemnify him or her against such liability under the provisions of this Article.

**ARTICLES OF AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

Pursuant to the provision of Chapter 617, Florida Statutes, the undersigned corporation adopts the following Articles of Amended and Restated Articles of Incorporation.

FIRST: The name of the corporation is Sandleheath Condominium Association, Inc.

SECOND: The attached Amended and Restated Articles of Incorporation were adopted by the membership.

THIRD: The attached Amended and Restated Articles of Incorporation were adopted by the required vote of the members on the 11th day of March 2024.

FOURTH: The number of votes cast were sufficient for approval.

WITNESSES:
(TWO)

SANDLEHEATH
CONDOMINIUM ASSOCIATION, INC.

Gloria L. Thomas
Witness #1 Signature
Gloria L. Thomas
Witness #1 Printed Name
3121 Sandleheath
Witness #1 Address

BY: William Huling
William Huling, President
c/o Stokes Property Management
3053 51st Street, Sarasota, FL 34234

Date: 4/16/2024

Marilyn Schmal
Witness #2 Signature
Marilyn Schmal
Witness #2 Printed Name
3264 Sandleheath
Witness #2 Address

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16th day of April, 2024, by William Huling, as President of Sandleheath Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced

Rebecca F. Stokes
(type of identification) as identification.
Notary Public

Rebecca F. Stokes
Printed Name

My commission expires:

