

738647

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____

Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900265111719

10/20/14--01038--001 **43.75

FILED
14 OCT 23 PM 4:21
1211

ARM
113-14

Kevin T. Wells, Esq.
Sue Ellen Krick, Esq.
Leah K. Burton, Esq.**
Paul E. Olah, Jr., Esq.†
Nicholas P. Kapiotis*



The Law Offices of Kevin T. Wells

Attorneys at Law

A Professional Association

Condominium, Homeowner,
Cooperative, Master and
Community Associations
Civil Litigation
Construction Litigation

October 14, 2014

Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Certificate of Amendment
Almeria on the Bay Condominium Association, Inc.

Dear Sir or Madam:

Please file the enclosed original Amendments to the Articles of Incorporation for the above-referenced corporation. Also enclosed is a check no. 11547 from the Association in the amount of \$43.75 for the filing fee and certified copy fee. Please return a **certified copy** to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

THE LAW OFFICES OF KEVIN T. WELLS, P.A.

Paul E. Olah, Jr., Esq.

PEO/sk
Enclosures

FILED
14 OCT 20 PM 4:21
TALLAHASSEE, FL

Prepared by and return to:
Paul E. Olah, Jr., Esq.
The Law Offices of Kevin T. Wells, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191 (Telephone)
(941) 366-9292 (Facsimile)

FILED
14 OCT 20 PM 4:21
SARASOTA
FLA

**AMENDMENTS TO
ARTICLES OF INCORPORATION**

**ALMERIA ON THE BAY CONDOMINIUM ASSOCIATION, INC.
A Florida Not For Profit Corporation**

We hereby certify that the attached amendments to the Articles of Incorporation of ALMERIA ON THE BAY CONDOMINIUM ASSOCIATION, INC. ("the Association"), a Florida corporation not-for-profit, were adopted by a majority vote of the members present and voting at a membership meeting at which a quorum was present as required by Article XI of the Articles of Incorporation on February 3, 2014. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and by Florida law.

DATED this 3 day of OCTOBER, 2014.

Signed, sealed and delivered:
in the presence of:

sign [Signature]
print Rob Edgington

sign [Signature]
print John Hancock

Signed, sealed and delivered:
in the presence of:

sign [Signature]
print Pamela K. Casey

sign [Signature]
print P. L. GINESTRA

**ALMERIA ON THE BAY
CONDOMINIUM ASSOCIATION, INC.**

By: [Signature]
Dale Sisney, as President

Attest: [Signature]
Marion Mannino Ginestra, as Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3 day of OCTOBER, 2014, by Dale Sisney as President of Almeria on the Bay Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

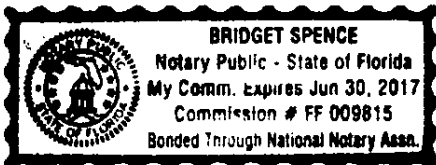
NOTARY PUBLIC

sign Bridget Spence

print Bridget Spence

State of Florida at Large (Seal)

My Commission Expires:



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3 day of OCTOBER, 2014, by Marion Mannino Ginestra as Secretary of Almeria on the Bay Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

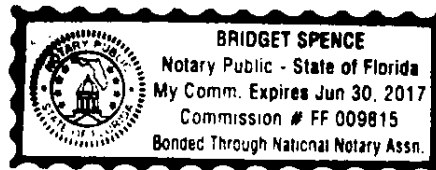
NOTARY PUBLIC

sign Bridget Spence

print Bridget Spence

State of Florida at Large (Seal)

My Commission Expires:



FILED
14 OCT 23 PM 1:12

Prepared by:
Paul E. Olah, Jr., Esq.
The Law Offices of Kevin T. Wells, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
FOR
ALMERIA ON THE BAY CONDOMINIUM ASSOCIATION, INC.**

TABLE OF CONTENTS

<u>Article</u>	<u>Description</u>	<u>Page No.</u>
1.	NAME OF CORPORATION AND PRINCIPAL ADDRESS.....	1
2.	PURPOSES	1
	2.1 Purpose	1
	2.2 Distribution of Income	1
3.	POWERS	1
	3.1 Common Law and Statutory Powers	1
	3.2 Specific Powers	1
	3.3 Emergency Powers.....	3
	3.4 Condominium Property	5
	3.5 Limitation on Exercise of Powers.....	5
4.	MEMBERS	5
	4.1 Members.....	5
	4.2 Change of Membership	5
	4.3 Limitation on Transfer of Shares of Assets	5
	4.4 Vote	5
5.	BOARD OF DIRECTORS	5
	5.1 Board of Directors	5
	5.2 Election of Directors.....	5
6.	OFFICERS	5
7.	INDEMNIFICATION OF OFFICERS AND DIRECTORS	6
	7.1 Indemnity	6
	7.2 Defense	6
	7.3 Advances	6
	7.4 Miscellaneous	6
	7.5 Insurance	6
	7.6 Amendment	7
	7.7 Delegation.....	7
8.	BYLAWS	7
9.	AMENDMENTS	7
	9.1 Amendments.....	7
	9.2 Limitation on Amendments	7
	9.3 Certification.....	7
	9.4 Automatic Amendment	7
10.	TERM	8
11.	INTERPRETATION	8
12.	SUBSCRIBERS	8
13.	REGISTERED OFFICE AND AGENT	8

FILED
14 OCT 20 PM 4:21
TAMPA, FLORIDA

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
ALMERIA ON THE BAY CONDOMINIUM ASSOCIATION, INC.

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

The members of Almeria on the Bay Condominium Association, Inc. located in Sarasota County, Florida, adopt these Amended and Restated Articles of Incorporation (the "Articles of Incorporation"). The original Articles of Incorporation were filed with the Florida Department of State, Division of Corporations on April 12, 1977. The original Declaration of Condominium for Almeria on the Bay Condominium was recorded in the Official Records of Sarasota County, Florida at Book 1168, Page 969 et seq. on April 19, 1977.

1. NAME OF CORPORATION AND PRINCIPAL ADDRESS.

The name of the corporation shall be Almeria on the Bay Condominium Association, Inc. (the "Association"). The principal address shall be 4370 S. Tamiami Trail, Suite 102, Sarasota, Florida 34231. The Association's Board of Directors may change the location of the principal address from time to time.

2. PURPOSES.

2.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), for the operation of Almeria on the Bay, A Condominium (the "Condominium"), upon land situated in Sarasota County, Florida.

2.2 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

3. POWERS.

3.1 Common Law and Statutory Powers. 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 these Articles of Incorporation, the Amended and Restated Bylaws of Almeria on the Bay Condominium Association, Inc. (the "Bylaws"), the Amended and Restated Declaration of Condominium for Almeria on the Bay, A Condominium (the "Declaration") or the Condominium Act, and the Association's Rules and Regulations.

3.2 Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act and Chapter 617, Florida Statutes (the "Florida Not for Profit Corporation Act"). The Association shall also have all of the powers and duties set forth in the Declaration and the Bylaws, as they may be amended from time to time; and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and the Condominium Act, including, but not limited to, the following:

FILED
14 OCT 20 PM 10:21
SARASOTA COUNTY, FLORIDA

3.2.1. To make, amend and collect annual and special assessments against unit owners as members to defray the common expenses and losses of the Association.

3.2.2. To manage and use the proceeds of assessments and common surplus, if any, in the exercise of its powers and duties.

3.2.3. To maintain, repair, alter, improve, replace, administer and operate the condominium property, which shall include the irrevocable right of access to each unit during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any common elements or any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to inspect and/or prevent damage to the common elements or a unit or units.

3.2.4. To purchase insurance upon the condominium property and insurance for the protection of the Association, its directors, officers and its members as unit owners.

3.2.5. To reconstruct improvements after casualty and to further improve the condominium property.

3.2.6. To make and amend reasonable Rules and Regulations regarding the use, appearance and occupancy of the units and common elements of the Condominium.

3.2.7. To approve or disapprove the transfer, lease, mortgage and ownership of units in the Condominium.

3.2.8. To enforce by legal means the provisions of the Condominium Act, the Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations promulgated by the Board of Directors.

3.2.9. To contract for the management, operation, administration and maintenance of the condominium property and to delegate to such contracting party any powers and duties of the Association, except such as are specifically required by the Declaration, the Articles of Incorporation, the Bylaws or by the Condominium Act to have the approval of the Board of Directors or the membership.

3.2.10. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Condominium, including, but not limited to, management of the Association and administration of an Association rental program.

3.2.11. To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use benefits of the unit owners.

3.2.12. To purchase, acquire or take title to units within the Condominium for the purpose of selling or leasing same or use by a resident manager, rental agent or other similar person.

3.2.13 To sue and be sued, including bringing actions in accordance with the Condominium Act to foreclose liens and recover money judgments.

3.3 Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the provisions of Section 718.1265, Florida Statutes, and Sections 617.0207 and 617.0303, Florida Statutes, all as amended from time to time. For purposes of this Section 3.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium 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 Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

3.3.1. Conduct Board of Directors meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting on the condominium property or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors decisions may be communicated as provided in this Section. The directors in attendance at such a Board of Directors meeting (if more than one (1) director) shall constitute a quorum.

3.3.2. Cancel and reschedule any Board of Directors, membership or committee meeting.

3.3.3. Name as interim assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

3.3.4. Relocate the Association's principal address or designate alternative principal addresses.

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

3.3.6. 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, electricity; water, sewer, or security systems; or heating, ventilating and air conditioners.

3.3.7. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the condominium property unavailable for entry or occupancy by unit owners, family members, tenants, guests, agents, occupants, or invitees to protect the health, safety, or welfare of such persons.

3.3.8. Require the evacuation of the condominium property in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any unit owner or other occupant

of the Condominium fail or refuse to evacuate the condominium property where the Board of Directors has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

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

3.3.10. Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, baseboards, air ducts, cabinetry, any and all personal property or belongings of a resident or owner, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the condominium property, even if the unit owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Unit.

3.3.11. Contract, on behalf of any unit owner or owners, for items or services for which the owners are otherwise individually responsible for, but which are necessary to prevent further damage to the condominium property. In such event, the unit owner or owners on whose behalf the Board of Directors has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its assessment and claim of lien authority provided by Section 718.116, Florida Statutes and in the Declaration to enforce collection of the charges. Without limitation, such items or services may include the drying of units, the boarding or other enclosure of broken or damaged windows, sliding glass doors, exterior doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the units or other portions of the Condominium property.

3.3.12. Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, these Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more special assessments without a vote of the unit owners.

3.3.13. Without unit owner approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in these Articles of Incorporation, the Declaration or the Bylaws.

3.3.14. Corporate action taken in good faith to meet the emergency needs of the Association or its unit owners shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a director, officer, or employee of the Association. An officer, director, or employee of the Association acting in good faith and in accordance with this Section is only liable for willful misconduct.

The special powers authorized above in this Section shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the unit owners and the unit owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the condominium property.

FILED
14 OCT 20 PM 4:21
CLERK OF COURT
SARASOTA COUNTY, FLORIDA

3.4 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

3.5 Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

4. MEMBERS.

4.1 Members. The members of the Association shall consist of all of the record owners of units in the Condominium as shown by recordation of a deed or other appropriate instrument in the Official Records of Sarasota County, Florida. After termination of the Condominium, the membership shall consist of those who are members at the time of such termination, their successors and assigns.

4.2 Change of Membership. After receiving written approval of the Board of Directors, in accordance with the Declaration, change of membership in the Association shall be established by the recording, in the Official Records of Sarasota County, Florida, a deed or other appropriate instrument establishing a record interest in a unit in the Condominium. The person or persons named on the deed or other instrument thereby automatically becomes a member of the Association and the membership of the immediate past owner is automatically terminated.

4.3 Limitation on Transfer of Shares of Assets. The share 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 member's condominium unit.

4.4 Vote. The owner(s) of each Unit shall collectively be entitled to one (1) vote, as a member of the Association. The manner of exercising voting rights shall be determined by the Declaration, these Articles of Incorporation and the Bylaws.

5. BOARD OF DIRECTORS.

5.1 Board of Directors. The affairs of the Association shall be managed by the Board of Directors, composed as provided in the Bylaws, but in no event consisting of less than three (3) directors. A director must fulfill all requirements of eligibility provided in the Bylaws and the Declaration.

5.2 Election of Directors. The directors of the Association shall be elected at the annual meeting of members in the manner determined by the Bylaws and the Condominium Act. A director may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the Bylaws and the Condominium Act.

6. OFFICERS.

The affairs of the Association shall be administered by the officers designated in the Association's Bylaws as directed by the Board of Directors. The officers shall be elected by the Board of Directors at its

organizational meeting following the annual meeting of the members of the Association. The officers shall serve at the pleasure of the Board of Directors.

7. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

7.1 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 attorney's fees and appellate attorney's 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, in and 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 such 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.

7.2 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 Section 7.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney's fees and appellate attorney's fees, actually and reasonably incurred by him or her in connection therewith.

7.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may 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 subject to the understanding and agreement of such 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 7.

7.4 Miscellaneous. The indemnification provided by this Article 7 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.

7.5 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 and incurred by him or her in any such capacity, or

arising out of his 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 7.

7.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

7.7 Delegation. To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

8. BYLAWS.

The Bylaws may be amended in the manner provided in the Bylaws.

9. AMENDMENTS.

9.1 Amendments. Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner: (a) the text of a proposed amendment shall be included in or with the notice of the meeting at which the proposed amendment is to be considered; and (b) an amendment may be proposed either by the Board of Directors or by a majority of the eligible voting interests in the manner provided in the Bylaws. Except as elsewhere provided, the adoption of a proposed amendment to these Articles of Incorporation must be approved by the affirmative vote of a majority of not less than the eligible voting interests present, in person or by proxy, at a membership meeting at which a quorum is present.

9.2 Limitation on Amendments. No amendment shall make any changes in the qualification for membership, the voting rights of members, or any change in Sections 2.2 or 3.4 without the approval in writing of all unit owners and the joinder of all record owners of mortgages upon units. No amendment shall be made which is in conflict with the Condominium Act or the Declaration.

9.3 Certification. A copy of each amendment shall be filed with the Florida Secretary of State and shall be recorded in the Official Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted.

9.4 Automatic Amendment. These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Bylaws. Whenever Chapter 718, Florida Statutes, 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 the Articles of Incorporation, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may 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 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

FILED
14 OCT 20 PM 4:21
CLERK OF DISTRICT COURT
TAMPA, FLORIDA

10. TERM.

The term of the Association shall be perpetual, unless sooner dissolved according to law.

11. INTERPRETATION. The terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Condominium and the Condominium Act, unless herein provided to the contrary, or unless the context otherwise requires. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation and the rules of the Association. Its interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

12. SUBSCRIBERS.

The names and addresses of the original subscribers of these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
E.E. Simmons	4226 Wilkinson Road, Sarasota, FL 33586
Richard T. Layton	687 Freeling Drive, Sarasota, FL 33581
Geraldine Simmons	4226 Wilkinson Road, Sarasota, FL 33586

13. REGISTERED OFFICE AND AGENT.

The registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be Casey Condo Management, LLC, 4370 S. Tamiami Trail, #102, Sarasota, Florida 34231. The Board of Directors is authorized to change its Registered Agent and Principal Office in the manner provided by Florida law.