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FILED
2018 APR 26 PM 15
TALLAHASSEE, FL

Amended
Restated

MAY 02 2018
ALBRITTON

DANIEL J. LOBECK
MARK A. HANSON*

MICHELLE A. STELLACI
DAVID J. FREDERICKS
LEAH E. ELLINGTON

2033 MAIN STREET, SUITE 403
SARASOTA, FL 34237
(941) 955-5622
FAX (941) 951-1469

E-MAIL law@lobeckhanson.com
INTERNET www.lobeckhanson.com

THE LAW OFFICES OF
LOBECK & HANSON
PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS

CIVIL LITIGATION

PERSONAL INJURY

FAMILY LAW

LAND USE LAW

ESTATES AND TRUSTS

April 24, 2018

*FLA. SUPR. CT. CERTIFIED MEDIATOR

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

Re: Certificate of Amendment
Island House Association, Inc.

To Whom It May Concern:

Please find enclosed an original Certificate of Amendment and attached Amended and Restated Articles of Incorporation for the above-referenced corporation and a check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Sincerely,



Leah E. Ellington

LEE/pft
Enclosure

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION

ISLAND HOUSE ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved at a meeting of the membership held on November 19, 2016, by the affirmative vote of not less than fifty-one percent (51%) of the entire membership of the Association, after receiving approval of not less than fifty-one percent (51%) of the entire membership of the Board of Directors, which is sufficient for adoption under Article 9 of the Association Articles of Incorporation.

DATED this 12 day of March, 2018.

Witnesses:

sign

print

sign

print

ISLAND HOUSE ASSOCIATION, INC.

By:

William LeFevre, President

FILED
2018 MAR 23 PM 1:15
NOTARY PUBLIC

Witnesses:

sign

print

sign

print

Attest:

Keith E. McCuntock Secretary

STATE OF ~~FLORIDA~~ Michigan
COUNTY OF ~~SARASOTA~~ Wayne

The foregoing instrument was acknowledged before me this 12 day of March, 2018, by William LeFevre as President of Island House Association, Inc., on behalf of the corporation. He is personally known to me or has produced Drivers License as identification.

NOTARY PUBLIC

sign

print

State of Florida at Large (Seal)
Michigan

My Commission expires:

August 31, 2024

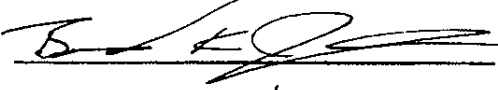
DEBRA R. DEVITT
NOTARY PUBLIC, STATE OF FLORIDA
COUNTY OF WAYNE
MY COMMISSION EXPIRES Aug 31, 2024
ACTING IN COUNTY OF Wayne

STATE OF ~~FLORIDA~~ ILLINOIS
COUNTY OF ~~SARASOTA~~ LAKE

The foregoing instrument was acknowledged before me this 5 day of April, 2018, by Keith E. McClintock as Secretary of Island House Association, Inc., on behalf of the corporation. She/He is personally known to me or has produced a DRIVER'S LICENSE as identification.

NOTARY PUBLIC

sign



print

Brandon K. Japuntich

State of ~~Florida~~ at Large (Seal)

ILLINOIS

My Commission expires:



Prepared by: Leah E. Ellington, Esq.
2033 Main Street, Suite 403
Sarasota, FL 34237

State of Illinois

County of Lake

This instrument was acknowledged before me on

Date: 4/5/2018 by Keith McClintock

Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

FILED
2018 APR 26 PM 10:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ISLAND HOUSE ASSOCIATION, INC.

ARTICLE 1.
NAME OF CORPORATION AND PRINCIPAL OFFICE

The name of the corporation shall be ISLAND HOUSE ASSOCIATION, INC. (herein "the Association"). The principal office of the Association shall be located at 6150 Midnight Pass Road, Sarasota, Florida 34242. The Association Board of Directors (herein "the Board") may change the location of the principal office of the Association from time to time.

ARTICLE 2.
PURPOSE

The general purpose of the Association shall be as follows: to be the "Association" as defined in Chapter 718, Florida Statutes (herein the "Condominium Act") for the operation of a condominium in Sarasota County, Florida known as ISLAND HOUSE, a condominium (herein "the Condominium"). The Association shall also operate and administer said Condominium and carry out the functions and duties of said Condominium, as set forth in the Declaration of Condominium establishing said Condominium and Exhibits annexed thereto. 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 Condominium and the Condominium Act, 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 Condominium or by the Condominium Act, 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 shall have all of the statutory and common law powers of a corporation not for profit and all of the powers and duties set forth in the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes), the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, and the Bylaws of the Association, all as amended from time to time, except as may be limited or otherwise provided by these Articles of Incorporation or by law.

4.2 SPECIFIC POWERS. The specific powers of the Association shall include but not be limited to the following:

A. To make and collect assessments against Owners to defray the costs, expenses and losses of the Condominium.

B. To use the proceeds of assessments in the exercise of its powers and duties.

C. The maintenance, repair, replacement and operation of the Condominium property.

D. The purchase of insurance upon the Condominium property and insurance for the protection of the Association and its members as Owners.

E. The reconstruction of improvements after casualty and the further improvement of the property.

F. To make and amend reasonable regulations respecting the use of the property in the Condominium.

G. To approve or disapprove the transfer and ownership of Units as may be provided by the Declaration of Condominium and the Bylaws.

H. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Rules and Regulations for the use of the property in the Condominium.

I. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board or the membership of the Association.

J. To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation, and to lease such portions.

K. To employ personnel to perform the services required for proper operation of the Condominium.

4.2 ASSOCIATION PURCHASE OF A UNIT. The Association shall not have the power to purchase a Unit of the Condominium except at sales in foreclosure of liens for assessments for Common Expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members.

4.3 ASSETS HELD IN TRUST. 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 of Condominium, these Articles of Incorporation and the Bylaws.

ARTICLE 5. MEMBERS AND VOTING RIGHTS

5.1 MEMBERSHIP AND VOTING RIGHTS. The members of the Association shall consist of all of the record owners of Units in the Condominium. Such membership shall automatically terminate when such person is no longer an owner of a Unit in the Condominium. Each Condominium Unit shall be entitled to one (1) vote at Association membership meetings, regardless of the number of Unit Owners. The manner of exercising voting rights shall be determined by the Bylaws.

5.2 CHANGE OF MEMBERSHIP. After receiving the written approval of the Board as required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The Board may, in its sole discretion, require a certified copy of a deed or other instrument to be provided to it. The Unit Owner designated by such instrument thus automatically and immediately becomes a member of the Association and the membership of the prior Unit Owner is terminated simultaneously.

ARTICLE 6. INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its members, except as reimbursement for services rendered to the Association. The Association shall not issue shares of stock to its members. 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 Unit.

**ARTICLE 7.
TERM**

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

**ARTICLE 8.
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 9.
BYLAWS**

The Bylaws of the Association may be amended as provided in the Bylaws.

**ARTICLE 10.
AMENDMENTS**

These Articles of Incorporation may be amended in the following manner:

10.1 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.

10.2 PROPOSAL AND ADOPTION. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be:

A. by not less than fifty-one percent (51%) of the entire membership of the Board and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association; or

B. by not less than sixty percent (60%) of the votes of the entire membership of the Association.

10.3 LIMITATION ON AMENDMENTS. No amendment shall make any changes in the qualifications for membership or the voting rights of members without approval in writing by all members. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

10.4 CERTIFICATION. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Articles of Incorporation, which certificate shall be executed by the President or Vice President and attested by the Secretary of the Association with the formalities of a deed. 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 11. INDEMNIFICATION

11.1 INDEMNIFICATION. 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 or she is or was a Director, officer or committee member of the Association, against expenses (including reasonable attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceedings, unless: (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that the person did not act in good faith, nor in a manner 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 the person had reasonable cause to believe the conduct was unlawful, and (b) 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 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 the conduct was unlawful. It is the intent of the membership, 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.

11.2 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 11.1 above, or in defense of any claim, issue or matter therein, the person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection therewith.

11.3 ADVANCES. Expenses incurred in defending a civil or criminal action, suit or administrative proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that the person is not entitled to be indemnified by the Association as authorized in this Article 11, or as otherwise permitted by law.

11.4 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 law, agreement, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 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, officer, or committee member 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 11 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 12. REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be 6150 Midnight Pass Road, Sarasota, Florida 34242, and the registered agent of the Association at that office shall be Jim Pociask. The Board may change the registered office and registered agent from time to time as permitted by law.