

715606

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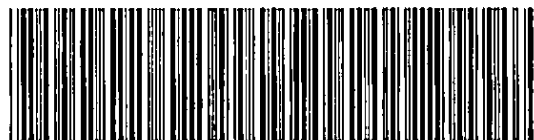
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SEP 19 2020

C. GOLDEN

SEP 19 2020

DANIEL J. LOBECK*
MARK A. HANSON**
MICHELLE A. ROWE

LEAH E. ELLINGTON*
KEVIN F. COLEMAN

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

* FLA. BOARD CERTIFIED SPECIALIST IN CONDOMINIUM
AND PLANNED DEVELOPMENT LAW

** FLA. SUPREME COURT CERTIFIED MEDIATOR

May 1, 2020

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

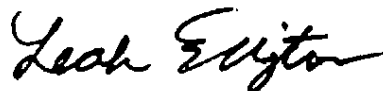
Re: Certificate of Amendment
Englewood Isles Condominium Association, Inc.

To Whom It May Concern:

Please find enclosed an original Certificate of Amendment and attached Amendment to the 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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 21, 2020

THE LAW OFFICES OF LOBECK & HANSON
2033 MAIN STREET
SUITE 403
SARASOTA, FL 34237

SUBJECT: ENGLEWOOD ISLES I ASSOCIATION, INC.
Ref. Number: 715606

We have received your document and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

Florida law requires any business entity serving in the capacity of a registered agent to have an active registration or filing on our records.

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

The document must contain the name and capacity of the person signing on behalf of the new registered agent.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Claretha Golden
Regulatory Specialist II

Letter Number: 920A00010249

2020 APR 12 PM 12:00

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION

ENGLEWOOD ISLES I ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved and adopted at a meeting of the membership held on April 8, 2020, by the affirmative vote of not less than two-thirds (2/3) of the votes of the entire membership of the Association, which is sufficient for adoption under Section 9.1 of the Articles of Incorporation.

DATED this 27 day of April, 2020.

Signed, sealed and delivered
in the presence of:

ENGLEWOOD ISLES I
ASSOCIATION, INC.

sign: Jesse Sullivan

By:

David Obergefell
David Obergefell, President

print: Jesse Sullivan

sign: Beth McKenzie

print: Beth McKenzie

sign: Jesse Sullivan

Attest:

Mike Booth
Mike Booth, Secretary

print: Jesse Sullivan

sign: Beth McKenzie

print: Beth McKenzie

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27 day of April, 2020 by David Obergefell, as President of Englewood Isles I Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FLDL as identification.

NOTARY PUBLIC

sign

Linda C. Ewing

print

Linda C. Ewing
State of Florida at Large (Seal)

My Commission expires: 3/20/21

STATE OF FLORIDA
COUNTY OF SARASOTA



NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG064395
Expires 3/20/2021

The foregoing instrument was acknowledged before me this 27 day of APRIL, 2020 by Mike Booth, as Secretary of Englewood Isles I Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FLDL as identification.

NOTARY PUBLIC

sign

Linda C. Ewing

print

LINDA C. EWING

State of Florida at Large (Seal)

My Commission expires: 3/20/21

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



Linda C. Ewing
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG064395
Expires 3/20/2021

2011-11-21 12:02

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ENGLEWOOD ISLES I ASSOCIATION, INC.**

NOTE: The original Articles of Incorporation were recorded the 22nd day of November, 1968. The Amended and Restated Articles of Incorporation constitutes a comprehensive review and re-write of these Articles of Incorporation and any amendments to them. It is done in conjunction with a comprehensive review and re-write of the Declaration of Condominium, Association Bylaws and Operating Policies and Regulations. Henceforth in this document, the term Declaration shall constitute a reference the Declaration of Condominium.

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

The name of the corporation shall be ENGLEWOOD ISLES I ASSOCIATION, INC. ("the Association"). The principal office of the Association shall be located at 18-A Oakwood Drive North, Englewood, Florida 34223. The Association Board of Directors ("the Board") may change the location of the principal office of the Association from time to time.

**ARTICLE 2.
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended ("the Condominium Act"), for the operation of ENGLEWOOD ISLES I, a Condominium ("the Condominium"), located in Sarasota County, Florida, and to perform all acts provided in the Declaration and Exhibits annexed to it and in the Condominium Act. The Association shall not be operated for profit.

**ARTICLE 3.
DEFINITIONS**

The terms used here shall have the same definitions as stated in the Declaration 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 or by the Condominium Act, the Board of Directors 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, these Articles of Incorporation, and 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. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and Bylaws.

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 Members as Owners to defray the cost expenses and losses of the Condominium.

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

C. To maintain, repair, replace and operate the Condominium Property.

D. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its Members as Owners.

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

F. To make and amend, communicate and publicize Operating Policies and Regulations regarding the Condominium Property and Association Property, including but not limited to all Units and Common Elements.

G. To approve or disapprove the sale, leasing or rental of Units in ENGLEWOOD ISLES I.

H. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles of Incorporation, the Bylaws, and the Operating Policies and Regulations of the Association.

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

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

K. To acquire or enter into agreements by which it acquires leaseholds, memberships or other possessory or use interests in real and personal property, including, but not limited to, country clubs, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to benefit the Owners, to declare expenses in connection with

such actions to be Common Expenses, and to adopt covenants and restrictions relating to the use of them.

L. To purchase Units in the Condominium and to acquire and hold, lease, mortgage and convey the same, subject however, to the provisions of the Declaration and Bylaws relative to such actions.

M. To join together with other associations to participate as a member of a nonprofit corporation for the care, management and maintenance of "Englewood Isles Parkway" and to declare the expenses in connection with such participation to be Common Expenses.

4.3 ASSETS HELD IN TRUST. All funds and the title of all properties acquired by the Association and the proceeds from those shall be held in trust for the Members in accordance with applicable law and the provisions of the Declaration of ENGLEWOOD ISLE I Condominium, these Articles of Incorporation and the Bylaws of the Association.

4.4 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 of ENGLEWOOD ISLES I Condominium and the Bylaws of the Association.

ARTICLE 5. MEMBERS AND VOTING RIGHTS

5.1 MEMBERS. The Members of the Association shall consist of all of the record Owners of Units in the Condominium.

5.2 CHANGE OF MEMBERSHIP. 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 a change of record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument by this action shall become a Member of the Association, and the membership of the prior Owner is terminated.

5.3 LIMITATION ON TRANSFER OF SHARE 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 Unit in accordance with Section 718.106 of the Florida Statutes, as amended from time to time.

5.4 VOTING. The Owner or Owners of each Unit shall be entitled to one (1) vote for each Unit owned as a Member of the Association.

**ARTICLE 6.
DISTRIBUTION OF INCOME**

The Association shall make no distribution of income to its Members, Directors or officers, except as reimbursement for authorized expenditures made on behalf of the Association.

**ARTICLE 7.
TERM**

The term for which this Association is to exist shall be perpetual, unless sooner dissolved pursuant to provisions of Chapter 617 of the Florida Statutes, as amended from time to time, or other pertinent 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.
OFFICERS**

The affairs of the Association shall be administered by officers designated in the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board.

**ARTICLE 10.
BYLAWS**

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

**ARTICLE 11.
AMENDMENTS**

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

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by the Members. Except as otherwise provided, such approvals must be by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

C. Notwithstanding anything to the contrary here set forth, no amendment shall make any changes in the qualifications for membership or the voting rights of Members, or any change in Section 4.3 of these Articles of Incorporation, without approval in writing by all Members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration.

ARTICLE 12. INDEMNIFICATION

12.1 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 or officer 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. The Association will also indemnify committee members for the same claims and actions and matters as for Association directors and officers, if insurance covering the claims, actions and matters being indemnified for committee members is available at a reasonable cost, as determined by the Association Board of Directors. It is the intent of the membership, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers and Directors and committee members as permitted by Florida law and as can be covered by insurance available at a reasonable cost and with reasonable deductibles.

12.2 EXPENSES. To the extent that a Director or 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 12.1 above, or in defense of any related claim, issue or matter, the person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection with that defense.

12.3 ADVANCES. Expenses incurred in defending a civil or criminal action, suit or administrative proceeding as identified and described in Article 12.1 may be paid by the Association in advance of the final disposition of such action, suit or proceedings conditioned upon receipt of an undertaking by or on behalf of the affected Director or officer or committee

member to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the Association as authorized in this Article 12, or as otherwise permitted by law.

12.4 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, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

12.5 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 12 to the contrary, the provisions here provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient. It is the intent of the membership that the Association obtain and maintain appropriate insurance with reasonable deductibles and at a reasonable cost covering directors, officers and committee members so that such insurance will wholly or in substantial part cover all matters subject to the Association indemnification obligations set forth in this Article 12.

ARTICLE 13. REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be that of Surfside CAM Services, 2980 S. McCall Rd. Ste. A, Englewood, FL 34224, manager of the Association, and the registered agent shall be the principal member of the current professional manager of the Association, both of which are as identified in the Operating Policies and Regulations of the Association or elsewhere. The Association Board of Directors may change the registered agent and office from time to time as permitted by law.

**Surfside CAM Services, Inc.
2980 South McCall Rd. Suite A
Englewood, FL 34224
941-460-3088
info@surfsidecamservices.net**

7/16/20

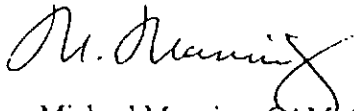
Clartha Golden,

We have received your correspondence with the Englewood Isles 1 Association.

Surfside CAM Services, under the management of Michael Manning, is the current Community Association Manager for Englewood Isles 1. At the beginning of this year, 2020, there was a transfer of management from Seabreeze Management, under Natalie Farrish, to Surfside CAM Services Inc., under Michael Manning.

In accordance with legal requirements, I hereby am familiar with and accept the duties and responsibilities as registered agent for said coporation.limited liability company.

Please let me know if there is anything else required of me at this time to make the filing process flow as smoothly as possible.



Michael Manning, CAM, CBA
President