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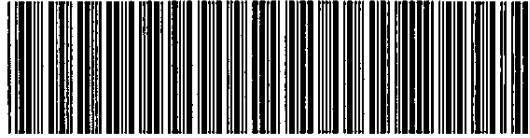
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AUG 31 2016

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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

August 18, 2016

\*FLA. SUPR. CT. CERTIFIED MEDIATOR

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

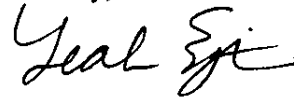
Re: Certificate of Amendment  
Palm Bay Association, Inc.

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

**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**PALM BAY 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 December 7, 2015 and reconvened on January 7, 2016, by the affirmative vote of not less than a majority of the voting interests of the membership in person or by proxy, pursuant to Article XV of the Articles of Incorporation which is sufficient for adoption.

DATED this 15<sup>th</sup> day of August, 2016.

Signed, sealed and delivered  
in the presence of:

PALM BAY ASSOCIATION, INC.

sign: Megan Wilinski

By: [Signature]

print: Megan Wilinski

Frank Condon, President

sign: Tammy Calhoun

print: Tammy Calhoun

Signed, sealed and delivered  
in the presence of :

sign: Megan Wilinski

Attest: [Signature]

print: Megan Wilinski

Bridget Somner, Secretary

sign: Tammy Calhoun

print: Tammy Calhoun

(Corporate Seal)

2016 AUG 22 AM 12:09  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2016, by Frank Condon, as President of Palm Bay Association, Inc. a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

sign

print

Joe Kinney  
State of Florida at Large (Seal)  
My Commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA



The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2016, by Bridget Sommer as Secretary of Palm Bay Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

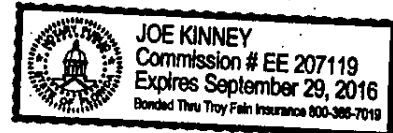
NOTARY PUBLIC

sign

print

Joe Kinney  
State of Florida at Large (Seal)  
My Commission expires:

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



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)

**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION  
OF  
PALM BAY ASSOCIATION, INC.**

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

The name of the corporation is PALM BAY ASSOCIATION, INC. (herein, "the Association"). The principal office of the Association shall be located at 5960 Midnight Pass Road, Sarasota, FL 34242. The Association Board of Directors 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 condominiums in Sarasota County, Florida known collectively as THE PALM BAY CLUB OF SARASOTA and individually as THE PALM BAY CLUB OF SARASOTA, SECTION ONE; THE PALM BAY CLUB OF SARASOTA, SECTION TWO; and THE PALM BAY CLUB OF SARASOTA, SECTION THREE (herein, "the Condominiums"). The Association shall also operate and administer said Condominiums and carry out the functions and duties of said Condominiums, as set forth in the Declarations of Condominium establishing said Condominiums 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 Florida Condominium Act (Chapter 718, Florida Statutes), 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 Association's 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 Florida Condominium Act (Chapter 718, Florida Statutes), the Declarations of Condominium, 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.

**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 Unit Owners to defray the costs, expenses and losses of the Condominiums and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declarations of Condominium.
- B. To use the proceeds of the Assessments in the exercise of its powers and duties, and as provided in the Declarations of Condominium.
- C. To maintain, repair, replace, and operate the Condominium property and the Association property.
- D. To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.
- E. To reconstruct improvements after casualty and further improve the Condominium property and Association property.
- F. To make, establish and enforce reasonable rules respecting the use and occupancy of the Units and Common Elements of the Condominiums and the Association property, provided that no such rule or amendment shall conflict in any regard with the rights of Unit Owners provided in the Declarations of Condominium or in the Condominium Act.
- G. To perform such functions as may be specified in the Declarations of Condominium and the Bylaws.
- H. To enforce by legal means the provisions of the Condominium Act, the Declarations of Condominium, these Articles of Incorporation, the Association Bylaws and the rules of the Association and to negotiate and settle all threatened or pending disputes, claims or lawsuits.

I. To contract for the management and maintenance of the Condominium property, Association property, and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and restrictions of the Association, except such as are specifically required by the Declarations of Condominium or a management contract to have the approval of the Board of Directors or the membership of the Association.

J. To employ personnel to perform the services required for proper operation of the Condominiums and Association property.

K. The Association may enter into lease agreements and may acquire and enter into agreements acquiring leaseholds, memberships and other possessory or use interests for terms up to and including ninety-nine (99) years, whether or not contiguous to the lands of the Condominiums, intended to provide for the enjoyment, recreation or other use or benefit of the members including but not limited to lease of recreation areas and facilities.

L. To acquire by purchase or otherwise and to sell, mortgage and lease parcels of the Condominiums, subject nevertheless to the provisions of the Declarations of Condominium and Bylaws relative thereto.

M. In the event of an emergency as defined in the Bylaws, the Board of Directors may exercise the emergency powers described therein, and any other powers authorized by sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time.

N. To maintain, repair and replace the Common Elements as same are defined in the Declarations of Condominium.

O. To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.

## **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 Condominiums. Such membership shall automatically terminate when such person is no longer a Unit Owner in one of the Condominiums. 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 Association Bylaws. If the Association acquires title to

a Unit, the Association Board of Directors shall cast the vote conferred upon that Unit until it is sold by the Association.

**5.2 CHANGE OF MEMBERSHIP.** After receiving the written approval of the Board of Directors as required by the Declarations 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 one of the Condominiums 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 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 considered.



**10.2 PROPOSAL AND ADOPTION.** An amendment may be proposed either by the Board of Directors or by not less than twenty percent (20%) of the members of the Association. Except as elsewhere provided, approval of an amendment or amendments must be by not less than a majority of voting interests present and voting in person or by proxy at a duly-called meeting of the membership.

**10.3 LIMITATION ON AMENDMENTS.** No amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members. No amendment shall be made which conflicts 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 agent of the Association shall be Daniel J. Lobeck, Esq., located at 2033 Main Street, Suite 403, Sarasota, FL 34237. The Board may change the registered office and registered agent from time to time as permitted by law.