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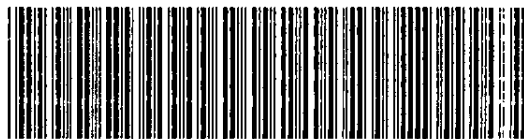
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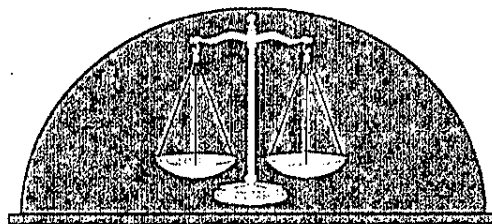
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FILED
11 MAR 24 AM 9:38
STATE OF ALABAMA
MONTGOMERY

And + Ret 3/29/11
*cc

Kevin T. Wells, Esq.
Karen L. Kuskin, Esq.
Robert L. Todd, Esq.
Sue Ellen Krick, Esq.
C. Todd Chapman, Esq.



The Law Offices of Kevin T. Wells

Attorneys at Law

A Professional Association

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

March 22, 2011

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

Re: Certificate of Amendment
Tregate Manor Condominium Association, Inc.

Dear Sir or Madam:

Please file the enclosed original Certificate of Amendment and Amended and Restated Articles of Incorporation for the above-referenced corporation. Also enclosed is a check 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.

A handwritten signature in black ink, appearing to read 'Kevin T. Wells', written over a horizontal line.

Kevin T. Wells, Esq.

KTW/elp
Enclosures

Prepared by and return to:
Kevin T. Wells, Esq.
The Law Offices of Kevin T. Wells, P.A.
1800 Second Street, Suite 803
Sarasota, Florida 34236
(941) 366-9191 (Telephone)
(941) 366-9292 (Facsimile)

FILED
11 MAR 24 AM 9:38
CLERK OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT

ARTICLES OF INCORPORATION

TREGATE MANOR CONDOMINIUM ASSOCIATION, INC.
A Florida Not For Profit Corporation

We hereby certify that the attached amendments to the Articles of Incorporation of TREGATE MANOR CONDOMINIUM ASSOCIATION, INC. ("the Association"), a Florida corporation not-for-profit, were adopted by the affirmative vote of not less fifty-one percent (51%) of all members present (in person or by proxy) at the Special Membership Meeting of the Association held on September 27, 2010, which is sufficient for adoption under Article 9.2 of the Articles of Incorporation of the Association. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and by Florida law.

DATED this 28th day of February, 2011.

Signed, sealed and delivered:
in the presence of:

sign [Signature]
print Sejal Patel
sign [Signature]
Print BRETT STOLSON

**TREGATE MANOR CONDOMINIUM
ASSOCIATION, INC.**

By: [Signature]
Donald Boggs, President

Signed, sealed and delivered:
in the presence of:

sign [Signature]
print Sejal Patel
sign [Signature]
print BRETT STOLSON

Attest: [Signature]
Robert Veruti, Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of March, 2011, by Donald Boggs as President of Tregate Manor 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

print

State of Florida at Large (Seal)

My Commission Expires: 4/18/13



IRIS DIANA ZIELER
MY COMMISSION # DD 874167
EXPIRES: April 18, 2013
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of March, 2011, by Robert Venuti as Vice President of Tregate Manor 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

print

State of Florida at Large (Seal)

My Commission Expires: 4/18/13



IRIS DIANA ZIELER
MY COMMISSION # DD 874167
EXPIRES: April 18, 2013
Bonded Thru Budget Notary Services

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
TREGATE MANOR CONDOMINIUM ASSOCIATION, INC.

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

FILED
11 MAR 24 AM 9:38
TALLAHASSEE, FLORIDA

The members of **TREGATE MANOR CONDOMINIUM ASSOCIATION, INC.** located in Sarasota County, Florida, adopt these AMENDED AND RESTATED ARTICLES OF INCORPORATION. The original Articles of Incorporation were filed with the Office of Secretary of State on October 20, 1972. The original Bylaws of the Association were recorded in the Official Records of Sarasota County, Florida at Book 987, Page 1501 et seq.; and the original Declaration of Condominium of TREGATE MANOR, A CONDOMINIUM, was recorded at Official Records Book 987, Page 1483 et seq., all of the Public Records of Sarasota County, Florida.

ARTICLE 1.
NAME OF CORPORATION AND PRINCIPAL ADDRESS

The name of the corporation shall be TREGATE MANOR CONDOMINIUM ASSOCIATION, INC. (herein, the "Association"). The street address of the principal office of the corporation shall be 2240 Stickney Point Road., Suite 312, Sarasota, Florida 34231. The Association's Board of Directors may change the location of the principal office from time to time.

ARTICLE 2.
PURPOSES

2.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (herein, the "Condominium Act"), for the operation of TREGATE MANOR, A CONDOMINIUM, located in Sarasota County, Florida.

2.2 Distribution of Income. The Association shall be organized as a Florida corporation not for profit. As such, it shall issue no stock and make no distribution of income to its members, directors or officers.

ARTICLE 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 Association Bylaws, the Declaration of Condominium or the Condominium Act.

3.2 Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act and the Florida Not for Profit Corporation Act. The Association shall also have all the powers and duties set forth in the Declaration of Condominium (herein, the "Declaration") and the Association 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:

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

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

c. 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 the 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.

d. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

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

f. To make and amend reasonable rules and regulations regarding the use and occupancy of the units and common elements of the Condominium.

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

h. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles of Incorporation, the Association Bylaws and the Association Rules.

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

j. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Condominium.

k. 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.

l. 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 (2008) and Sections 617.0207 and 617.0303, Florida Statutes, all as amended from time to time. For purposes of this Section 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:

1. Conduct Board meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including publication, telephone, radio, United States mail, email, the Internet, public service announcements, and conspicuous posting on the condominium property or any other means the Board deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this Section. The directors in attendance at such a Board meeting (if more than one (1) director) shall constitute a quorum.

2. Cancel and reschedule any Association Board, membership or committee meeting.

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.

4. Relocate the Association's principal office or designate alternative principal offices.

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

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 air conditioners.

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

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 has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

9. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, 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.

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 the 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 law to insure or replace those fixtures and to remove personal property from a Unit.

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 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 of Condominium 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.

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

13. Without unit owners' 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 the Declaration of Condominium, Articles of Incorporation, or Association Bylaws.

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. An officer, director, or employee 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.

3.3 Assets Held in Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Condominium Act, the Declaration, these Articles of Incorporation and the Association Bylaws.

3.4 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 Condominium Act, the Declaration, these Articles of Incorporation and the Association Bylaws.

ARTICLE 4. MEMBERS

4.1 Members. The members of the Association shall consist of all of the record owners of subleaseholds of units in the Condominium from Howard W. Trevey and Richard S. Sparrow, or their assignees, as shown by recordation of an assignment of sublease or other appropriate instrument in the Public Records of Sarasota County,

Florida; or assignees of said sublessees. 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 Association's Board of Directors required by the Declaration, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, an assignment of sublease or other appropriate instrument establishing a record interest to a unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The assignee designated by such instrument thereby becomes a member of the Association and the membership of the prior assignee is 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 of each unit shall 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 Association Bylaws.

ARTICLE 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 Association Bylaws, but in no event consisting of less than three (3) directors. A director must fulfill all requirements of eligibility provided in the Association Bylaws and Declaration.

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

ARTICLE 6. OFFICERS

The affairs of the Association shall be administered, as directed by the Board, by the officers designated in the Association Bylaws. The officers shall be elected by the Board of Directors at its organizational meeting following the annual meeting of the members of the Association. Officers shall serve at the pleasure of the Board of Directors.

ARTICLE 7.
INDEMNIFICATION OF OFFICERS AND DIRECTORS

7.1 Indemnity. The Association shall indemnify any person serving as a director, officer, or committee member to the fullest extent permitted under Section 607.0850, Florida Statutes.

7.2 Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of a majority of the voting interests of the members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall insure to the benefit of the heirs and personal representatives of such person.

7.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her 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 to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

ARTICLE 8.
BYLAWS

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

ARTICLE 9.
AMENDMENTS

9.1 Amendments. Amendments to the 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 at least ten percent (10%) (that is, at least 12 voting interests) of the Association membership who call a special membership meeting of the Association in the manner provided in the Bylaws. Except as elsewhere provided, approval of a proposed amendment to these Articles of Incorporation must be by the affirmative vote of not less than fifty-one percent (51%) of the members present (in person or by proxy) and voting at a membership meeting duly called in whole or in part for that purpose.

9.2 Limitation on Amendments. No amendment shall make any changes in the qualifications for membership or the voting rights of members without the approval of

all unit owners. 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 certified by the Secretary of State and shall be recorded in the Public 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.

ARTICLE 10. TERM

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

ARTICLE 11. SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Howard W. Trevey	7794 Holiday Drive, Sarasota, Florida
Richard S. Sparrow	1900 Main Street, Sarasota, Florida
Mildred George	3048 Meyer Drive, Sarasota, Florida

ARTICLE 12. REGISTERED OFFICE AND AGENT

The registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be Argus Property Management at the address of 2477 Stickney Point Road, Suite 118A, Sarasota, Florida 34231. The Association's Board of Directors is authorized to change its Registered Agent and Registered Office in the manner provided by law.