

724 943

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

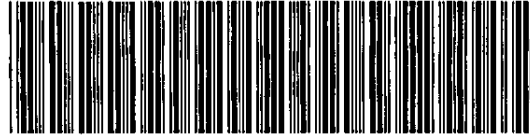
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Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Note: At time this doc was sent in Agent was same as in doc. Doc had to be rejected so in meantime RA was changed with Amendment AR. (CM)

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2016 AUG -1 AM 11:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

724 943  
302

8/15/16

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

\*FLA. SUPR. CT. CERTIFIED MEDIATOR

July 14, 2016

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

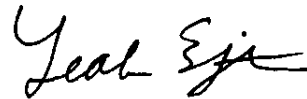
Re: Certificate of Amendment  
MacArthur Beach & Racquet Club, Inc.

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

July 27, 2016

LEAH E. ELLINGTON  
2033 MAIN ST., STE 403  
SARASOTA, FL 34237

SUBJECT: MAC ARTHUR BEACH & RACQUET CLUB INC  
Ref. Number: 724943

We have received your document for MAC ARTHUR BEACH & RACQUET CLUB INC and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The Certificate should read "Amended and Restated Articles of Incorporation". Please remove the title "Certificate of Amendment".

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.

Carol Mustain  
Regulatory Specialist II

Letter Number: 416A00015790

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**MAC ARTHUR BEACH & RACQUET CLUB 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 28, 2016, by the affirmative vote of not less than seventy-five percent (75%) of the entire membership of the Association, after receiving approval of not less than seventy-five percent (75%) of the entire membership of the Board of Directors, pursuant to Article 9 of the Articles of Incorporation, which is sufficient for adoption.

DATED this 21<sup>st</sup> day of June, 2016.

Signed, sealed and delivered  
in the presence of:

MAC ARTHUR BEACH & RACQUET CLUB INC.

sign: [Signature]

By:

[Signature]

Jim Kubiak, President

print: Savanna Givens

sign: [Signature]

print: Nura Wakefield

Signed, sealed and delivered  
in the presence of:

sign: [Signature]

Attest:

[Signature]

John Auld, Secretary

print: SUSAN J. PORZONDEK

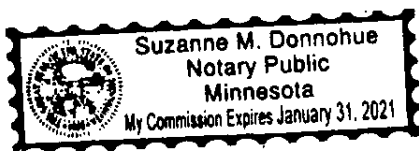
sign: [Signature]

print: JAMES J. PORZONDEK

(Corporate Seal)

STATE OF Minnesota  
COUNTY OF Washington

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2016,  
by Jim Kubiak, as President of Mac Arthur Beach & Racquet Club Inc. a Florida corporation, on  
behalf of the corporation. He is personally known to me or has produced Driver's License  
as identification.



NOTARY PUBLIC

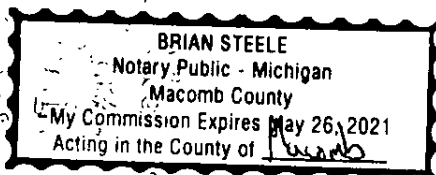
sign

print

Suzanne Donnohue  
State of MN at Large (Seal)  
My Commission expires: 1/31/21

STATE OF MI  
COUNTY OF Macomb

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2016,  
by John Auld as Secretary of Mac Arthur Beach & Racquet Club Inc., a Florida corporation, on  
behalf of the corporation. He is personally known to me or has produced MI Drivers License  
as identification.



NOTARY PUBLIC

sign

print

Brian Steele  
State of MI at Large (Seal)  
My Commission expires: 05/26/2021

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)

FILED  
2018 AUG - 1 AM 11:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**MAC ARTHUR BEACH & RACQUET CLUB INC.**

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

The name of the corporation shall be MAC ARTHUR BEACH & RACQUET CLUB INC. (herein "the Association"). The principal office of the Association shall be located at 700 Golden Beach Blvd., RM-140, Venice, Florida 34285. 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 MAC ARTHUR BEACH & RACQUET CLUB, a Condominium (herein "the Condominium"), located on Golden Beach Boulevard in Venice, Florida. 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 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 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 Florida Condominium Act (Chapter 718, Florida Statutes), the Declaration 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 Condominium.

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

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

D. To purchase insurance on the Condominium property and insurance for the protection of the Association and its members as Unit Owners.

E. To make and amend reasonable Rules and Regulations regarding the use of the property in the Condominium; provided, however, that all such Rules and Regulations and amendments thereto shall be approved by not less than seventy-five percent (75%) of the entire voting interests of the Association before the same shall become effective.

F. To approve or disapprove the transfer, mortgage and ownership of Units in the Condominium.

G. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Bylaws and any regulations for use of the property in the Condominium.

H. 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 the approval of Directors or the membership of the Association.

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

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

K. To acquire and enter into contracts and agreements on behalf of the Association.

L. To acquire by purchase or otherwise Units of the Condominium, subject nevertheless to the provisions of the Declaration and/or Bylaws relative thereto.

M. 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.

**4.3 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 Declaration of Condominium, the 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.** An amendment may be proposed either by the Board or by not less than twenty percent (20%) of the members of the Association. Except as elsewhere provided, such approvals must be by not less than seventy-five percent (75%) of the voting interests of the Association and by not less than a majority of the Board.

**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 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 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 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 and, to the extent possible, to avoid the necessity of the Director, officer or committee member paying related expenses, fees or other amounts prior to the disposition of the action, suit or proceedings.

**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 700 Golden Beach Blvd., RM-140, Venice, Florida 34285, and the registered agent of the Association at that office shall be Antares Group, Inc. The Board may change the registered office and registered agent from time to time as permitted by law.