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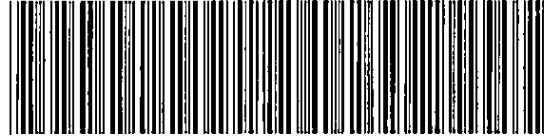
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7/1/23

Condominium, Homeowner
and Cooperative Association

Kevin T. Wells, Esq.*
Paul E. Olah, Jr., Esq.**
Michael W. Cochran, Esq.



Civil Litigation
Construction Litigation

Jackson C. Kracht, Esq.
Michael P. Wallach, Esq.
Thomas A. Marino II, Esq.

February 16, 2023

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

Re: Certificate of Amendment
Longbeach Condominium Association, Inc.

Dear Sir or Madam:

Please find enclosed Amendments to the Articles of Incorporation for the above-referenced corporation.

Enclosed is my firm check 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,

LAW OFFICES OF WELLS | OLAH | COCHRAN, P.A.

/s/ Michael W. Cochran

Michael W. Cochran, Esq.

mcochran@kevinwellspa.com

MWC/enl
Enclosures

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
Longbeach Condominium Association, Inc.

[Substantial rewording of Articles of Incorporation. See existing Articles of Incorporation and amendments thereto for present text.]

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The Unit owners of Longbeach, a Condominium (herein, "the Condominium"), in Longboat Key, Florida, hereby associate themselves as a corporation not for profit under Chapter 617, Florida Statutes.

ARTICLE 1
Name and Address

1.1. Name. The name of the corporation shall be Longbeach Condominium Association, Inc., a corporation not for profit (herein, the Association").

1.2 Address. The street address and mailing address of the principal office of the Association, until determined otherwise by the Board of Directors, shall be 7075 Gulf of Mexico Drive, Longboat Key, Florida 34228.

ARTICLE 2
Purpose

2.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, Chapter 718, Florida Statutes, for the operation of Longbeach, a Condominium, according to the Declaration of Condominium thereof recorded at Official Records Book 672, Page 756 of the Public Records of Manatee County, Florida, as amended from time to time (herein, "the Declaration").

2.2 Distribution of Income. The Association is organized as a Florida not for profit corporation. As such, it shall issue no stock and make no distribution of income to its Members, directors or officers. The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium, and to perform all acts provided in the Declaration and the Condominium Act.

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 Declaration, the Association Bylaws or the Condominium Act, as well as all of the statutory powers of an Association under the Condominium Act.

3.2 Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles of Incorporation the Association Bylaws and the Declaration and all of the powers reasonably necessary to maintain, manage and operate the Condominium, including but not limited to the following:

(a) To make, amend and collect Annual assessments and Special 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 powers and duties.

(c) To acquire, own, maintain, manage, repair, replace and operate Condominium property and any other property, improvements and facilities serving its Unit owner members.

(d) To purchase and maintain insurance upon the Condominium property and insurance for the protection of the Association, its Directors, Officers, volunteers and its members as Unit owners as further provided in the Declaration and Bylaws.

(e) To adopt and amend reasonable Rules and Regulations regarding the use of the Common Elements and the use and occupancy of Units, provided that no such Rule may be inconsistent with the Declaration.

(f) To approve or disapprove the transfer, lease, mortgage and ownership of Units in the Condominium, as provided in the Declaration.

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

(h) To contract for the management of the Condominium and to delegate to such contractor any or all powers and duties of the Association, except such as are specifically required by the Declaration to have the approval of Directors or the membership of the Association.

(i) To employ personnel to perform the services required for proper operation of the Condominium.

(j) To purchase, acquire or take title to Units within the Condominium for any purpose and to hold lease, sell, mortgage, use or convey such Units on terms and conditions approved by the Board of Directors.

(k) To grant, modify, move, relocate and/or terminate easements over, under or through the Common Elements or Association Property.

(l) To sue and be sued, and the authority to negotiate and settle such lawsuits.

(m) To borrow money and secure the same by assigning Assessments, lien rights, Assessment collection authority, and by execution of mortgages encumbering the Association real property (but not the Common Elements) and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association.

(n) To create, modify, and disband committee(s).

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(o) To further alter and improve the Condominium Property, both real and personal, and to purchase realty and items of furniture, personal property, furnishings, and equipment, subject to the other provisions of the Condominium Documents.

3.3 Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers and any other powers authorized by the provisions of Section 718.1265, Florida Statutes, and Sections 617.0207 and 617.0303, Florida Statutes, all as amended from time to time. For purposes of this Section 4.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject 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:

(a) Conduct meetings of the Board of Directors and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting in the Condominium or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors' decisions may be communicated as provided herein. The Directors in attendance at such a meeting of the Board of Directors, if more than one (1) Director, shall constitute a quorum.

(b) Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.

(c) 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.

(d) Relocate the Association's principal address or designate alternative principal addresses.

(e) Enter into agreements with governmental agencies, local counties and municipalities to assist counties and municipalities with debris removal and other emergency assistance.

(f) 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 heating, ventilating and air conditioners.

(g) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Condominium unavailable for entry or occupancy by Unit Owners, tenants, guests, occupants, or invitees to protect the health, safety, or welfare of such persons.

(h) Require the evacuation of the Condominium in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any Unit Owner, tenant, guest, occupant, or invitee fail or refuse to evacuate the Condominium where the Board of Directors has required evacuation, the

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Association shall be immune from any and all liability or injury to persons or property arising from such failure or refusal.

(i) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, 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

(j) 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, wood flooring, tile, baseboards, air ducts, insulation, cabinetry, any and all personal property or belongings of a Unit Owner or occupant, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Common Elements, Association Property or the Units, even if the Unit Owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Unit.

(k) Contract, on behalf of any Unit Owner, for items or services for which Unit Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Common Elements, Condominium Property or Association Property. In such event, the Unit Owner on whose behalf the Board of Directors has contracted shall be responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use any Assessment and claim of lien authority provided by Section 718.116, Florida Statutes, or the Declaration, to enforce collection of such charges.

(l) Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, the Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more Special Assessments without a vote of the Unit Owners.

(m) Without Unit Owner 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 Articles of Incorporation, the Declaration, or the Bylaws.

(n) Corporate action taken in good faith to meet the emergency needs of the Association or its Members 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 of the Association. An officer, director, or employee of the Association acting in good faith and in accordance with this Article 3, Section 3.3 herein shall only be liable for willful misconduct.

The special powers authorized in Article 3, Section 3.3 herein shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Condominium Property, the Association and Association Property, the Unit Owners, tenants, guests, occupants and invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Common Elements and Association Property.

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

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3.5 Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with provisions of the Declaration and the Association Bylaws.

ARTICLE 4

Members

4.1 Members. Each person owning a vested present interest in the fee title to any Unit in the Condominium, which vested present interest is evidenced by a duly recorded deed or other proper instrument in the Public Records of Manatee County, Florida, shall be a member of the Association. In the event of the termination of the Condominium, the membership shall consist of those persons who are members at the time of such termination, their successors and assigns.

4.2 Termination and Change of Membership. Membership shall terminate automatically and immediately as a member's vested present interest in the title to the Condominium Unit terminates. After receiving the approval of the Association required by the Declaration, change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other proper 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(s) designated by such deed or other proper instrument thereby automatically becomes a member (or members) of the Association and the membership of the prior owner(s) is terminated.

4.3 Voting Rights. Each Unit in the Condominium shall be entitled to one (1) vote at each meeting of the membership of the Association. The manner of exercising membership voting rights shall be determined by the Bylaws of the Association.

4.4 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 Unit.

ARTICLE 5

Directors

5.1 Board of Directors. The affairs of the Association shall be managed at the Board of Directors, consisting of the number of directors determined by the Bylaws, but not less than five (5). Only members of the Association, spouses of members and designated voters of corporations which are members may serve as directors.

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

ARTICLE 6

Officers

The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may be designated by the Board of Directors. The officers shall be elected by the Board

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of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE 7

Indemnification

7.1 Indemnity. The Association shall indemnify any officer, director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, 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 attorney fees and appellate attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless: (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she 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 he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding 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 which he 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 his conduct was unlawful. It is the intent of the membership of the Association, 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.

7.2 Defense. 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 Section 7.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified for expenses (including attorney fees and appellate attorney fees) actually and reasonably incurred by him or her in connection therewith.

7.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member subject to the understanding of such director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 7.

7.4 Miscellaneous. The indemnification provided by this Article 7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, 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.

7.5 Insurance. The Association has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, or agent of the Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him or her 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 him or her against such liability under the provisions of this Article 7.

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ARTICLE 8

Bylaws

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

ARTICLE 9

Amendments

9.1 Amendments. Subject to the provisions of Section 9.2 hereof, amendments to the Articles of Incorporation shall be proposed and adopted in following manner:

(a) Notice of the subject matter or text of a proposed amendment shall be included in or with the notice of any Association membership meeting at which a proposed amendment is considered.

(b) An amendment may be proposed either by the Board of Directors or by petition of not less than ten percent of the Association members and upon such proposal shall be submitted to the Association members for a vote at the next annual meeting or at a special meeting called for that purpose by the Board or the members in the manner provided in the Bylaws.

(c) Except as elsewhere provided, approval of an amendment shall either be by not less than a majority of the entire membership of the Board of Directors (which may be the same vote by which the Board proposes the amendment) together with not less than fifty-one percent (51%) of the entire Voting Interests, or by not less than a sixty percent (60%) of the entire Voting Interests .

(d) A copy of each amendment shall be certified by the Secretary of State and shall be recorded in the Public Records of Manatee County, Florida.

9.2 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 Condominiums. No amendment shall be made that is in conflict with the Condominium Act or the Declaration.

ARTICLE 10

Term

The term of the Association shall be perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration and in the event, of such termination, the corporation shall be dissolved in accordance with the law.

ARTICLE 11

Registered Agent

The registered office of the Association shall be at 3277 Fruitville Road Building B Sarasota, Florida 34237 and the registered agent at such address shall be Kevin T. Wells, Esq. of the Law Offices of Wells | Olah | Cochran P.A. The Board of Directors may change the Association's registered office or agent from time to time in the manner provided by law.

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ARTICLE 12
Original Subscribers

The names and address of the original subscribers to these Articles of Incorporation are as follows:

Jack Shire	330 John Ringling Boulevard Sarasota, Florida 33577
Robert W. Hoffman	330 John Ringling Boulevard Sarasota, Florida 33577
William A. Saba	1884 Hyde Park Sarasota, Florida 33579

ARTICLE 13
Miscellaneous

13.1 Definitions and Interpretation. Terms used in these Articles of Incorporation shall have the same meaning as defined in the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

13.2 Conflicts. The term "Condominium Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, Bylaws, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of an actual or implied conflict in the Condominium Documents, the Condominium Documents shall control in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations

13.3 Gender. The use of the terms "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

13.4 Severability. In the event that any Section, clause, paragraph or other provision of the Articles of Incorporation is deemed invalid, it shall be deemed severed and the remaining provisions of the Articles of Incorporation shall remain valid and in full force and effect.

13.5 Headings. The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.

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Prepared by and return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Road, Building B
Sarasota, Florida 34237
(941) 366-9191 (Telephone)

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CERTIFICATE OF AMENDMENT
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
LONGBEACH CONDOMINIUM ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation of Longbeach Condominium Association, Inc. were approved and duly adopted at a Special Membership Meeting held on December 6, 2022, and continued to January 19, 2023, by not less than fifty-one percent (51%) of the Voting Interests of the Association pursuant to the Articles of Incorporation.

The Association further certifies that all amendments were proposed and adopted as required by the governing documents and applicable law.

The Original Declaration of Condominium of Longbeach, was originally recorded at Official Records Book 672, Page 756 et seq. of the Public Records of Manatee County, Florida.

DATED this 07 day of February, 2023.

Signed, sealed and delivered
in the presence of:

sign Melanie Vanness

print Melanie Vanness

sign T. Connelly

print TERENCE CONNELLY

LONGBEACH CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
Deborah Murphy, President

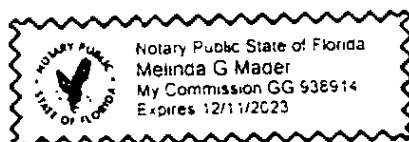
ATTEST

By: [Signature]
Beth Benson, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 07 day of February, 2023, by Deborah Murphy, President of Longbeach Condominium Association, Inc., who is personally known to me or who has produced as identification.



NOTARY PUBLIC

sign Melinda G. Mader

print Melinda G. Mader
My Commission Expires: 12/11/2023