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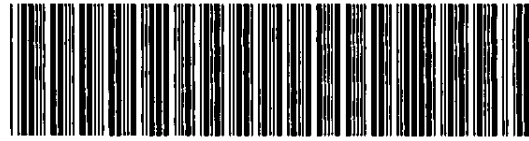
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AMEND RESTATED
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9/28

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THE LAW OFFICES OF
LOBECK & HANSON
PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS
CIVIL LITIGATION
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**FLA. SUPR. CT. CERTIFIED MEDIATOR*

August 7, 2012

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

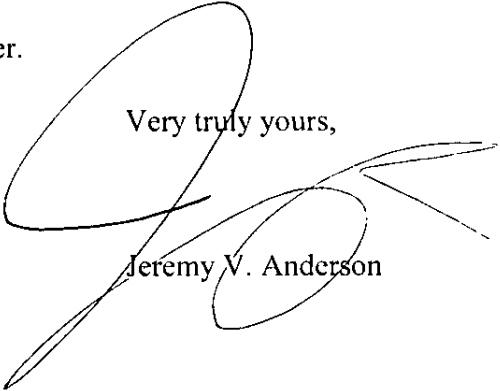
Re: Certificate of Amendment
Embassy House Association, Inc.

To whom it may concern:

Please find enclosed an original Certificate of Amendment and attached Amended and Restated 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.

Very truly yours,


Jeremy V. Anderson

JVA/pft
Enclosure

Prepared by and return to:
Jeremy V. Anderson, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

12 AUG -8 PM 12:36
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
EMBASSY HOUSE ASSOCIATION, INC.
(A Corporation Not For Profit)

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

ARTICLE 1.
NAME

The name of this corporation shall be: EMBASSY HOUSE ASSOCIATION, INC. (herein, the "Association"). The principal office of said Corporation shall be located at 770 South Palm Avenue, Sarasota, FL 34236. The mailing address of the Association shall be 595 Bay Isles Road, Suite 200, Longboat Key, FL 34228. The Board of Directors of the Association may change the principal office and mailing address of the Association from time to time.

ARTICLE 2.
PURPOSES

2.1 GENERAL PURPOSE. The purpose of the Association is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein, the "Condominium Act") for the operation and management of the affairs and property of the Condominium known as EMBASSY HOUSE, located in Sarasota County, Florida.

2.2 DISTRIBUTION OF INCOME. The Association shall make no distribution of income to its members, Directors or officers. There shall be no dividends paid to any of the members. The Association shall not issue shares of stock to its members.

ARTICLE 3.
POWERS

3.1 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 Amended and Restated Articles of Incorporation
Embassy House Association, Inc.

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 or by law.

3.2 SPECIFIC POWERS. The specific powers of the Association shall include but not be limited to the following:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of any Unit and all real or personal property related to the purposes or activities of the Association such as common, social or recreational facilities; and to make, enter into, perform and carry out contracts.

B. To create and amend budgets and to fix annual and special assessments to be levied against all Units located in the Condominium, which are subject to assessment pursuant to the Declaration of Condominium for the purpose of defraying common expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures including providing a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

C. To place liens against any Unit in the Condominium, for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue for the operation of the Association's business.

D. To hold funds solely and exclusively for the benefit of the members of the Association for purposes set forth in these Articles of Incorporation, the Bylaws and the Declaration of Condominium.

E. To provide utility services to and to maintain the common elements of the Condominium including lawns, grounds, roads, and walkways, to maintain and paint outside building walls, to provide garbage and trash removal for the Condominium and all units thereof.

F. To undertake such activities and projects as will unite its members in companionship and insure the continuation of enjoyable living conditions at the Condominium.

G. To provide fire and extended coverage insurance to the value thereof on the common elements and public liability insurance on common elements.

H. To adopt, promulgate and enforce rules, regulations, resolutions, bylaws, covenants, restrictions and agreements with regard to the use and occupancy of units, the use of the common elements and any for any other purpose reasonably necessary to effectuate the purposes for which the Association is organized.

I. To delegate the power or powers of the Association to the manager, committees or agents where such is deemed to be in the Association's best interest by its Board of Directors.

J. To charge recipients for services rendered by the Association and to charge the user for use of the Association property where such is deemed appropriate by its Board of Directors.

K. To pay all taxes, other charges or assessments, if any, levied against property owned, leased or used by the Association.

L. To borrow money for the acquisition of property or a Unit or for any other lawful purpose of the Association, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for borrowed monies and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of or agreement in regard to, all or any part of the real or personal property, or property rights or privileges of the Association wherever situated.

M. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws, the Declaration of Condominium and Rules & Regulations.

N. In general, to have all powers which are or may be conferred upon a corporation Not For Profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE 4. MEMBERS

4.1 MEMBERSHIP. Membership in the Association shall be limited to Unit Owners in the Condominium. Such membership shall automatically terminate when such person is no longer an Owner of a Unit in the Condominium. If a Unit is owned by a legal entity other than a natural person, the Officer, Director, or other official so designated by such legal entity shall exercise its membership rights.

4.2 CHANGE OF MEMBERSHIP. Change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a Deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument becomes a member of the Association, and the membership of the prior owner is terminated.

ARTICLE 5. VOTING RIGHTS

There shall be one (1) vote for each condominium Unit. Votes shall be cast as provided in the Bylaws. The vote of a Condominium Unit shall not be divisible. A majority of the Unit

Owners' total votes shall decide any question, unless state law, the Declaration of Condominium, these Articles of Incorporation or the Bylaws of the Association provide otherwise.

**ARTICLE 6.
ORIGINAL SUBSCRIBERS**

The original subscribers to these Articles are:

William A. Sherrill	435 South Gulfstream, Sarasota, Florida
William E. Getzen	1550 Ringling Blvd., Sarasota, Florida
Gaile Suggs	1550 Ringling Blvd., Sarasota, Florida

**ARTICLE 7.
TERM**

The term for which the Association is to 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 election, removal, qualification, number 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 PROPOSAL AND NOTICE. An amendment to these Articles of Incorporation may be proposed either by a majority of the Board of Directors or by not less than twenty percent (20%) of the voting interests of the Association. Notice of the subject matter of a proposed amendment shall be included in or with the notice of any membership meeting at which the proposed amendment is to be considered.

10.2 APPROVAL. A proposed amendment must be approved by not less than a majority vote of the voting interests present (in person or by proxy) and voting at a membership meeting called in whole or in part for that purpose.

10.3 EXECUTION AND RECORDING. 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; each certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant 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 bylaw, 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 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.

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
EMBASSY HOUSE ASSOCIATION, INC.

We hereby certify that the attached Amended and Articles of Incorporation of Embassy House Association, Inc. (which Declaration was originally recorded at Official Records Book 1140, Page 1841 et seq. of the Public Records of Sarasota County, Florida), was approved at a meeting of the membership held on February 6, 2012, by the required number of unit owners.

DATED this 3rd day of July, 2012.

Signed, sealed and delivered

EMBASSY HOUSE ASSOCIATION, INC.

in the presence of:

sign: [Signature]

By:

[Signature]
Leonard Roessler, President

print: Ivor [unclear]

sign: Maria Tringali

print: Maria Tringali

Signed, sealed and delivered

in the presence of :

sign: Samantha Nagel By:

[Signature]
Robert Nagel , Secretary

print: SAMANTHA NAGEL

sign: [Signature]

print: David Ramos

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of July, 2012, by Leonard Roessler, as President of Embassy House 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 Maria Tringali
print Maria Tringali
State of Florida at Large (Seal)
My Commission expires: 4-13-15

STATE OF FLORIDA New York
COUNTY OF SARASOTA Westchester

The foregoing instrument was acknowledged before me this 3rd day of July 2012, by Robert Nagel as Secretary of Embassy House Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign Jason Ritacco
print Jason Ritacco
State of New York at Large (Seal)
My Commission expires:

Prepared by: Jeremy V. Anderson, Esq.
2033 Main Street, Suite 403
Sarasota, Florida 34237

