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STATE OF CALIFORNIA

Restated  
Art.

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FLORIDA DEPARTMENT OF STATE  
Division of Corporations

November 20, 2020

KEVIN T. WELLS  
1800 SECOND STREET  
SUITE 808  
SARASOTA, FL 34236

SUBJECT: ONE WATERGATE ASSOCIATION, INC.  
Ref. Number: 730066

We have received your document and check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

A certificate must accompany the Restated Articles of Incorporation setting forth one of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendments requiring member approval; OR (2) If the restatement contains an amendment requiring member approval, the date of adoption of the amendment by the members and a statement that the number of votes cast for the amendment was sufficient for approval.

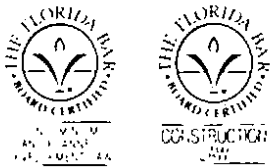
Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

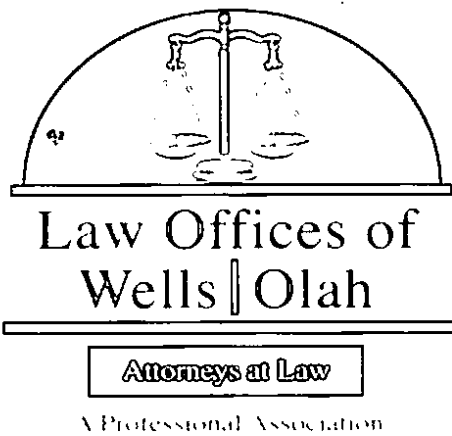
Querida R Moore  
Regulatory Specialist II

Letter Number: 820A00023506

Condominium, Homeowner  
and Cooperative Associations



Kevin T. Wells, Esq.  
Paul E. Olah, Jr., Esq.



Civil Litigation  
Construction Litigation

Michael W. Cochran, Esq.  
Jackson C. Kracht, Esq.  
Joseph A. Gugino, Esq.  
Steven K. Teuber, Esq.

October 6, 2020

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

Re: Certificate of Restatement  
One Watergate Association, Inc.

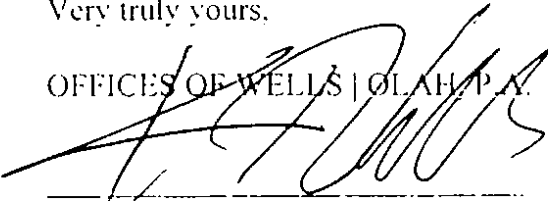
Dear Sir or Madam:

Please file the enclosed original Certificate of Restatement and attached documents for the above-referenced corporation. Also enclosed is check #006493 in the amount of \$43.75 for the recording fees. Please return the recorded documents to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

OFFICES OF WELLS | OLAH, P.A.

  
Kevin T. Wells, P.A.

KTW/sjc  
Enclosures

**RESTATED**  
**ARTICLES OF INCORPORATION**  
**ONE WATERGATE ASSOCIATION, INC.**

*Restated*  
By these Articles of Incorporation the unit owners of One Watergate, a Condominium (herein, "the Condominium"), located in Sarasota County, Florida, associate themselves as a corporation not for profit under Chapter 617, Florida Statutes.

**ARTICLE 1.**  
**Name**

The name of the Corporation shall be ONE WATERGATE ASSOCIATION, INC. (herein, "the Association").

**ARTICLE 2.**  
**Purpose**

2.1) **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, the Condominium Act, for the operation of the Condominium, located at 1111 North Gulfstream Avenue #1E, Sarasota, Florida.

2.2) **Distribution of Income.** The Association shall 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 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 those set forth in the Declaration of Condominium and the Bylaws of the Association, if not inconsistent with the Condominium Act as it may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect assessments against members as unit owners to defray the 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, replace and operate the condominium property.
- (d) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

(e) To make and amend reasonable rules respecting the units and common elements of the Condominium; provided, however, that no such rule or amendment shall conflict in any regard with the rights of the unit owners provided in the Declaration of Condominium. Rules respecting the units and the common elements approved by the Board of Directors may be amended, rescinded or vetoed by not less than a majority (that is, more than half) of the total voting interests of the Association (i.e., at least 54 voting interests).

(f) To approve or disapprove the transfer, mortgage and ownership of the units as may be provided by the Declaration of Condominium.

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

(h) To employ a qualified, licensed Condominium Manager for the operational management and maintenance of Association property and staff and to authorize said Condominium Manager to carry out such Association powers and duties except as are specifically required by the Condominium Act, the One Watergate Declaration of Condominium, Articles of Incorporation, Bylaws, or a management contract to require the approval of the Directors or the membership of the Association; and except such functions as may be delegated by the Board of Directors to other agents or agencies for specific purposes. The Condominium Manager shall:

(1) execute such functions as the management of on-site personnel, the submission of proposals, collection of assessments, preparation and administration of records, enforcement of the rules and restrictions of the Association, project management and/or oversight, and ensuring on-site staffing of the Condominium office during such hours as established by the Board of Directors.

(2) either directly or through delegation ensure timely response to emergencies affecting the Association and its property on a twenty-four (24) hour basis seven (7) days a week.

(i) To reconstruct improvements after casualty, and further improve the property.

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

(k) To acquire and enter into agreements acquiring leaseholds, memberships or other possessory or use interests in land or facilities including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

(l) To acquire by purchase or otherwise condominium parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or Bylaws relative thereto.

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

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 Declaration of Condominium, these Articles and the Bylaws of the Association.

#### **ARTICLE 4. Members**

4.1) **Members.** The members of the Association shall consist of all of the record owners of units in the Condominium and after termination of the Condominium shall consist of those who are members at the time of such termination, their successors and assigns.

4.2) **Change of Membership.** After receiving approval of the Association 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 certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner 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 unit.

4.4) **Voting.** 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 Bylaws of the Association.

#### **ARTICLE 5. Directors**

5.1) **Board of Directors.** The affairs of the Association shall be managed by the Board consisting of seven (7) Directors. A Director must be a unit owner and must fulfill all other requirements of eligibility provided in the Bylaws. The members of the Board of Directors have a fiduciary duty to the members of the Association.

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

## **ARTICLE 6.**

### **Officers**

The affairs of the Association shall be administered by officers designated in the Bylaws of the Association. The officers shall be elected by the Board 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**

Every director and every officer of the Association shall be indemnified by the Association against all expenses and all liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## **ARTICLE 8.**

### **Bylaws**

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

## **ARTICLE 9.**

### **Amendments**

9.1) **Notice.** Notice of a proposed amendment shall be included in or with the notice of any membership meeting at which a proposed amendment is considered and such notice shall contain the full text of the Articles of Incorporation to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "*Substantial rewording of the Articles of Incorporation. See Article \_\_\_\_ of the Articles of Incorporation for present text.*" Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

9.2) **Proposal.** An amendment may be proposed by either the Board of Directors of Association or by not less than one-third (1/3) of the total voting interests of the Association. Upon an amendment being properly proposed, such proposed amendment shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt of the proposed amendment and it shall be the duty of the Secretary or the Secretary's designee to give to each member proper notice of such meeting in the manner provided for in the Bylaws.

9.3) **Adoption.** Except as elsewhere provided, approval of an amendment must be by the affirmative vote of not less than five (5) members of the Board of Directors and by not less than two-thirds (2/3) of the voting interests of the Association present (in person or by proxy) at an Association membership meeting called in whole or in part for that purpose, but in no event less than the affirmative approval of at least fifty-four (54) voting interests.

9.4) **Limitation on Amendments.** No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor make any change in Section 3.3 of Article 3, 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.

9.5) **Filing and Recording.** A copy of each amendment shall be filed with the Secretary of State and shall be recorded in the Public Records of Sarasota County, Florida.

9.6) **Amendments to be Consistent with Florida Law.** Whenever Chapters 617 or 718, Florida Statutes, or other applicable statutes or administrative regulations are inconsistent with the condominium documents, the Board of Directors, without a vote of the owners, may, but shall not be required to, adopt by majority vote of the Board, amendments to the condominium documents as the Board deems necessary and appropriate to make the condominium documents consistent with Chapters 617 and 718 of the Florida Statutes, or such other statutes or administrative regulations.

## **ARTICLE 10.**

### **Term**

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

## **ARTICLE 11.**

### **Subscribers**

11.1) **Names and Addresses.** The names and addresses of the subscribers of these Articles of Incorporation are as follows:

NAME	ADDRESS
GEORGE F. BAUGHMAN	333 N. Tamiami Trail Sarasota, FL
JANET H. LEONARD	333 N. Tamiami Trail Sarasota, FL
WILLIAM W. MERRILL	2041 Main Street Sarasota, FL



**ARTICLE 12.**  
**Registered Office and Agent**

Until otherwise determined by the Board of Directors, the registered office of the Association shall be 1111 North Gulfstream Avenue, Sarasota, Florida 34236, and the registered agent of the Association of that office shall be the licensed Condominium Manager employed by the Association.

Prepared by and Return to:  
Kevin T. Wells, Esq.  
Law Offices of Wells | Olah, P.A.  
1800 Second Street, Suite 808  
Sarasota, Florida 34236  
(941) 366-9191

CERTIFICATE OF RESTATEMENT

ARTICLES OF INCORPORATION  
ONE WATERGATE ASSOCIATION, INC.

We hereby certify that the attached Restated Articles of Incorporation of **ONE WATERGATE ASSOCIATION, INC.** (herein, the "Association") were duly adopted at the September 23, 2020, meeting of the Board of Directors of the Association by the affirmative vote of not less than a majority of the directors. The attached Restated Articles of Incorporation supersede the original Articles of Incorporation and all amendments thereto. The Restated Articles of Incorporation was adopted by the Board of Directors and does not contain any amendments requiring member approval.

DATED this 11<sup>th</sup> day of December, 2020.

Signed, sealed and delivered  
in the presence of:

Sign Judy Decker

Print Judy Decker

Sign [Signature]

Print MARK M. BEZILLA

Signed, sealed and delivered  
in the presence of:

Sign Judy Decker

Print Judy Decker

Sign [Signature]

Print MARK M. BEZILLA

ONE WATERGATE ASSOCIATION, INC.

By: [Signature]  
Dr. David Lyons, President

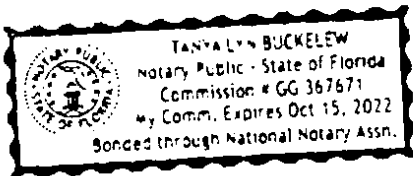
ATTEST:

By: [Signature]  
Tanya Ringland, Secretary

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of December, 2020, by Dr. David Lyons as President of One Watergate Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

Sign

Tanya Buckelew

Print

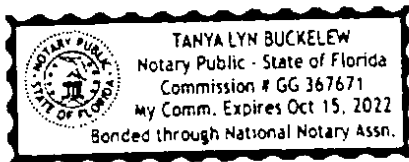
Tanya Buckelew

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of December, 2020, by Tanya Ringland as Secretary of One Watergate Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

Sign

Tanya Buckelew

Print

Tanya Buckelew

State of Florida at Large (Seal)

My Commission expires: