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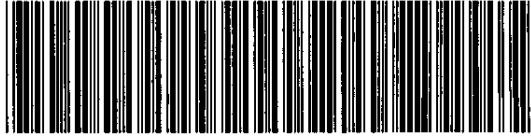
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S. TALLENT  
MAY 08 2017

*Amended & Restated Articles*

FILED  
17 MAY -3 PM 4:58  
TALLAHASSEE, FLORIDA

DANIEL J. LOBECK  
MARK A. HANSON\*

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*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*

April 28, 2017

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

Re: Certificate of Amendment  
White Sands Village Condominium Association, 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

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  
17 MAY -3 PM 4:58  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
FOR**

**WHITE SANDS VILLAGE CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Articles of Incorporation of White Sands Village Condominium Association, Inc. were approved and adopted at an Annual Meeting of the Association Membership held March 14, 2017 and reconvened on April 11, 2017, by the affirmative vote of not less than seventy-five percent (75%) of the Association membership, after being approved by not less than two-thirds (2/3) of the membership of the Board of Directors, which is sufficient for adoption pursuant to Article XI of the Articles of Incorporation.

DATED this 25 day of APRIL, 2017.

Signed, sealed and delivered  
in the presence of:

WHITE SANDS VILLAGE  
CONDOMINIUM ASSOCIATION, INC.

sign: Joseph T. Jurgensen By:

George Blasenak  
George Blasenak, President

print: JOSEPH T. JURGENSEN

sign: Bob Trischitta

print: Bob Trischitta

Signed, sealed and delivered  
in the presence of:

sign: Joseph T. Jurgensen Attest:

Gary Wilson  
Gary Wilson, Secretary

print: JOSEPH T. JURGENSEN

sign: Bob Trischitta

(Corporate Seal)

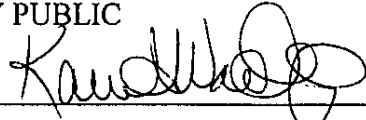
print: Bob Trischitta

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 2017, by George Blasenak, as President of White Sands Village Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

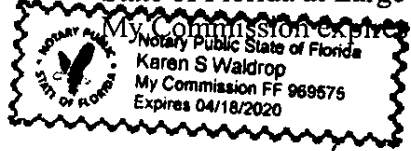
sign



print

KAREN S. WALDROP

State of Florida at Large (Seal)

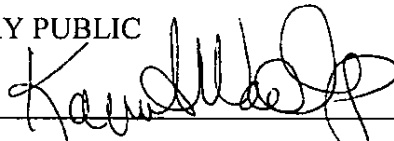


STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of April, 2017, by Gary Wilson, as Secretary of White Sands Village Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

sign

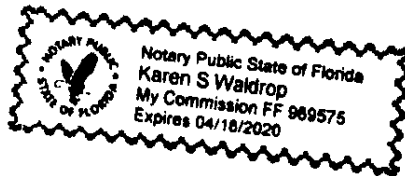


print

KAREN S. WALDROP

State of Florida at Large (Seal)

My Commission expires:



Prepared by: Leah E. Ellington, Esq.  
2033 Main Street, Suite 403  
Sarasota, Florida 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)

RECORDED  
17 MAY -3 PM 4:58  
COUNTY OF FLORIDA  
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**WHITE SANDS VILLAGE CONDOMINIUM ASSOCIATION, INC.**

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

The name of the corporation shall be WHITE SANDS VILLAGE CONDOMINIUM ASSOCIATION, INC. (herein, "the Association"). The principal office of the Association shall be located at 5627 Midnight Pass Rd, Siesta Key, FL 34242. The Association Board of Directors 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 WHITE SANDS VILLAGE, A CONDOMINIUM (herein, "the Condominium"). 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 Association's Board of Directors 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, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration of Condominium; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

B. To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

C. To borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

D. To make and enforce reasonable rules and regulations governing the use of Units, Common Elements, and all property owned by the Association, provided, however, that no such rule shall conflict in any regard with the rights of Unit Owners provided in the Declaration of Condominium or in the Condominium Act;

E. To maintain, repair, replace, and operate the Condominium property and the Association property;

F. To reconstruct improvements after casualty and further improve the Condominium property and Association property;

G. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Association Bylaws and the rules of the Association and to negotiate and settle all threatened or pending disputes, claims or lawsuits;

H. To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.

I. To perform such functions as may be specified in the Declaration of Condominium and the Bylaws.

J. To contract for the management and maintenance of the Condominium property, Association property, and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and restrictions of the Association, except such as are specifically required by the Declaration of Condominium or a management contract to have the approval of the Board or the membership of the Association.

K. To employ personnel to perform the services required for proper operation of the Condominium and Association property.

M. In the event of an emergency as defined in the Bylaws, the Board may exercise the emergency powers described therein, and any other powers authorized by sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time.

N. To maintain, repair and replace the common elements as same are defined in the Declaration of Condominium.

O. 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.

## **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 Association 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 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 members of the Association present and voting in person or by proxy at any duly called members' meeting 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. No amendment shall be made which conflicts 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 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 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 2477 Stickney Point Road, 118A, Sarasota, Florida 34231, and the registered agent of the Association at that office shall be Argus Property Management, Inc. The Board may change the registered office and registered agent from time to time as permitted by law.