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CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION

SANDS POINT CONDOMINIUM ASSOCIATION OF LONGBOAT KEY, 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 March 3, 2017, by the affirmative vote of not less than fifty-one percent (51%) of the entire Association membership after proposal and approval by not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Association Board of Directors, which is sufficient for adoption in accordance with Article XII of the Association Articles of Incorporation.

DATED this 14th day of March, 2017.

Witnesses:

SANDS POINT CONDOMINIUM ASSOCIATION
OF LONGBOAT KEY, INC.

sign [Signature]
print Alex Abruzzo
sign [Signature]
print Richard Solerzano

By: [Signature]
Julian R. Hansen, President

Witnesses:

sign [Signature]
print Alex Abruzzo
sign [Signature]
print Ray W. Boron

Attest: [Signature]
Carmel Izzo, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of March, 2017, by Julian R. Hansen as President of Sands Point Condominium Association of Longboat Key, Inc., on behalf of the corporation. He is personally known to me or has produced as identification.

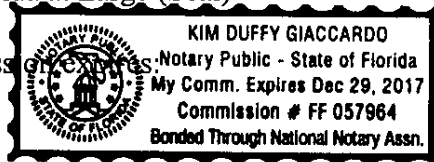
NOTARY PUBLIC

sign Kim Duffy Giaccardo

print Kim Duffy Giaccardo

State of Florida at Large (Seal)

My Commission Expires:



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of March, 2017, by Carmel Izzo as Secretary of Sands Point Condominium Association of Longboat key, Inc., on behalf of the corporation. She is personally known to me or has produced as identification.

NOTARY PUBLIC

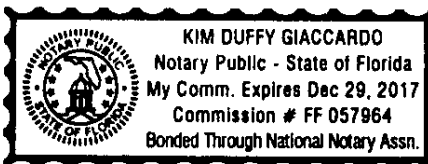
sign Kim Duffy Giaccardo

print Kim Duffy Giaccardo

State of Florida at Large (Seal)

My Commission expires:

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)

17 MAR 21 AM 9:33

THIRD AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
SANDS POINT CONDOMINIUM ASSOCIATION OF LONGBOAT KEY, INC.**

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

The name of the corporation shall be SANDS POINT CONDOMINIUM ASSOCIATION OF LONGBOAT KEY, INC. (herein "the Association"). The principal office of the Association shall be located at 100 Sands Point Road, Longboat Key, Florida 34228. 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 purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended, hereinafter called the "Condominium Act," for the operation of SANDS POINT, a Condominium (herein "the Condominium"), located in Sarasota County, Florida, and to perform all acts provided in the Declaration of Condominium and Exhibits annexed thereto and in Chapter 718, Florida Statutes (herein the "Condominium Act"). 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 Condominium Act 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 Condominium Act, 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. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and Bylaws.

4.2 SPECIFIC POWERS. The specific powers of the Association shall include but not be limited to those powers described in the Bylaws.

4.3 FUNDS AND TITLES HELD IN TRUST. All funds and the titles to all properties acquired by the Association, and their proceeds, 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.

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 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 Owner designated by such instrument thus automatically and immediately becomes a Member of the Association and the membership of the prior Owner is terminated simultaneously.

ARTICLE 6. INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its Members, except as compensation for services rendered. 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. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by an instrument in writing directed to the President or Secretary signed by not less than ten percent (10%) of the voting interests of the Association. Upon any amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering such amendment. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting.

Except as elsewhere provided, such approvals must be either by:

(a) Not less than sixty-six and two-thirds percent (66 2/3 %) of the entire membership of the Board and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association; or

(b) Not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

10.3 LIMITATION ON AMENDMENTS. No amendment shall make any changes in the qualifications for membership or the voting rights of Members or in Section 4.3 of these Articles of Incorporation without approval in writing by all Members. 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 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. EXPOSURE TO LIABILITY

In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and its Members, the Association shall give notice of the exposure within a reasonable time to all Members who may be exposed to the liability, whereupon such Members shall have the right to intervene and defend in such action.

ARTICLE 13. REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be 100 Sands Point Road, Longboat Key, Florida 34228, and the registered agent at such address will be Julian R. Hansen. The Board may change the registered agent and office from time to time as permitted by law.

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

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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

March 15, 2017

**FLA. SUPR. CT. CERTIFIED MEDIATOR*

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

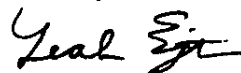
Re: Certificate of Amendment
Sands Point Condominium Association, Inc.

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