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THE LAW OFFICES OF  
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**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION  
OF  
SIESTA DUNES CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

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

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

The name of this corporation shall be SIESTA DUNES CONDOMINIUM ASSOCIATION, INC., (herein the "Association"). The principal office of said corporation shall be located at 6200 Midnight Pass Road, Sarasota, Florida 34242. The Directors of the Association may change the location of the principal office of said Association from time to time.

**ARTICLE 2.  
PURPOSES**

**2.1 GENERAL 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 SIESTA DUNES BEACH CONDOMINIUM located in Sarasota County, Florida; (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.

**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

Condominium Act (Chapter 718, Florida Statutes), the Declaration of Condominium, the 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.

B. To create and amend budgets and to establish annual and special assessments to be levied against all Units located in the Condominiums, 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 Condominiums, 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 adopt, promulgate and enforce rules, regulations, resolutions, bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

F. 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.

G. 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.

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

I. 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.

J. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws and the Declaration of Condominium.

K. To make, enter into, perform and carry out contracts as necessary for the operation and administration of the Association, except as prohibited herein.

L. 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. MEMBERSHIP**

**4.1 MEMBERSHIP.** Membership in the Association shall be limited to Unit Owners in the Condominiums. Such membership shall automatically terminate when such person is no longer an Owner of a Unit in the Condominium.

**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 thus becomes a member of the Association, and the membership of the prior owner is terminated.

#### **ARTICLE 5. VOTING RIGHTS**

Each unit shall be entitled to one (1) vote at membership meetings of the Association. The Bylaws shall provide the manner in which votes are cast. A majority of the Unit Owners' total votes shall decide any question, unless the Declaration of Condominium, these Articles of Incorporation or the Bylaws of the Association provide otherwise.

**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 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 the Association is to exist shall be perpetual, unless dissolved according to law.

**ARTICLE 8.  
ORIGINAL SUBSCRIBERS**

The names and post office addresses of the subscribers to these Articles of incorporation are as follows:

Robert A. Morris	8310 Vamo Road Sarasota, Florida 33581
William H. Jobes, Jr.	8310 Vamo Road Sarasota, Florida 33581
J. Phillip Short	8310 Vamo Road Sarasota, Florida 33581

**ARTICLE 9.  
OFFICERS**

The affairs of the Condominium Association shall be managed by a President, Vice President, Secretary, Treasurer and such other officers as may be authorized by the Board of Directors and/or the Bylaws. Said officers shall be elected annually by the Board of Directors as provided in the Bylaws. Officers shall be Members.

**ARTICLE 10.  
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 election, removal, qualification and resignation of the directors and for filling vacancies on the Board.

**ARTICLE 11.  
INDEMNIFICATION**

Every Director and every officer of the Condominium Association (and the Directors and/or officers as a group) shall be indemnified by the Condominium Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding or litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Condominium Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board of Directors (with the affected member abstaining if he is then a member of the Board of Directors) approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Condominium Association. Also, the indemnification provisions of these Articles shall not apply in instances where a Director or officer is adjudged guilty of an action or omission to act which is material to the cause of action and which constitutes:

**11.1** A violation of the criminal law, unless the Director or officer had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

**11.2** A transaction from which the Director or officer derived an improper personal benefit; or

**11.3** Willful misconduct or a conscious disregard for the best interests of the Condominium Association in a proceeding by or in the right of the Condominium Association to procure a judgment in its favor or in a proceeding by or in the right of a Member of the Association.

Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute, common law or under the Declaration of Condominium.

**ARTICLE 12.  
BYLAWS**

The Bylaws of the Condominium Association shall be modified, amended or rescinded in the manner provided for in the Bylaws.

**ARTICLE 13.  
AMENDMENTS**

These Articles of Incorporation may be amended in the following manner:

**13.1 PROPOSAL AND NOTICE.** An amendment to these Articles of Incorporation may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by any Unit Owner. If twenty percent (20%) of the Unit Owners in this Condominium sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Unit Owners in this Condominium at a duly-noticed membership meeting within ninety (90) days of delivery of the petition to the Board.

**13.2 APPROVAL.** A proposed amendment must be approved by not less than two-thirds (2/3rds) of the entire membership of the Association at a membership meeting called in whole or in part for that purpose.

**13.3 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, which 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 14.  
REGISTERED OFFICE AND REGISTERED AGENT**

The registered agent of the Association shall be Steven Judd, located at South Tamiami Trail, Sarasota, FL 34239. The Board may change the Association's registered office and registered agent from time to time as permitted by law.

**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
FOR  
SIESTA DUNES CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved and adopted at a Special Meeting of the Association Membership held on May 21, 2011 by not less than two-thirds (2/3) the total of all members, which is sufficient for adoption under Article XI of the Articles of Incorporation.

DATED this 11 day of Oct., 2011.)

Signed, sealed and delivered in the presence of:

sign: Susan Lefebvre  
print: Susan Lefebvre

sign: Teresa Dentamaro  
print: Teresa Dentamaro

SIESTA DUNES CONDOMINIUM  
ASSOCIATION, INC.

By: John Sancin  
John Sancin, President

Signed, sealed and delivered in the presence of:

sign: Maxine A.M. Craig  
print: Maxine A.M. Craig

sign: Susan Chedore  
print: Susan Chedore

By: R.H. Gorham  
R.H. Gorham, Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

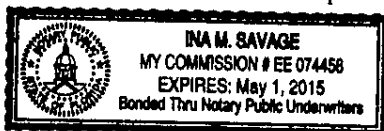
The foregoing instrument was acknowledged before me this 11 day of Oct, 2011 by John Sancin as President of Siesta Dunes Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

sign: Ina M. Savage  
print: INA M SAVAGE

State of Florida at Large (Seal)

My Commission expires: May 1, 2015





PROVINCE  
STATE OF NEW BRUNSWICK, CANADA

COUNTY OF RESTIGOUCHE

The foregoing instrument was acknowledged before me this 17 day of October, 2011, by R.H. Gorham as Secretary of Siesta Dunes Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

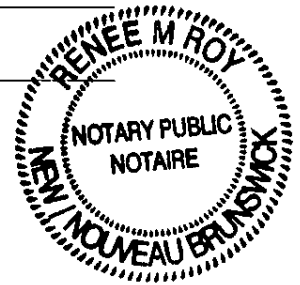
sign

Renee Roy

print

Renee Roy

My Commission expires:  
being a Solicitor



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