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**COR AMND/RESTATE/CORRECT OR O/D RESIGN  
BEACHPLACE ASSOCIATION, INC.**

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Shumaker, Loop & Kendrick, LLP  
P.O. Box 49948  
Sarasota, FL 34230-6948  
Phone: (941) 364-2741  
Attention: Sarahlyn Abel Dorrill, Esq.

**CERTIFICATE APPROVING AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF BEACHPLACE ASSOCIATION, INC.**

This Certificate Approving Amended and Restated Articles of Incorporation of Beachplace Association, Inc. is made as of the 12<sup>th</sup> day of March, 2020, by Beachplace Association, Inc., a Florida corporation not for profit (the "Association").

**WITNESSETH:**

**WHEREAS**, the original Articles of Incorporation of Beachplace Association, Inc. were filed with the Florida Department of State on November 17, 1978 (the "Original Articles of Incorporation").

**WHEREAS**, the Amended and Restated Articles of Incorporation of Beachplace Association, Inc. attached hereto as Exhibit A (the "Amended and Restated Articles of Incorporation") were duly approved by not less than a majority of the entire membership of the Association at a duly noticed and convened membership meeting of the Association held on the 12<sup>th</sup> day of March, 2020 (the "Membership Meeting").

**WHEREAS**, the number of membership votes cast for the amendments to the Original Articles of Incorporation was sufficient for approval under the Original Articles of Incorporation and applicable law.

**WHEREAS**, the Amended and Restated Articles of Incorporation were duly approved by not less than a majority of the entire membership of the Board of Directors of the Association at a duly noticed and convened Board of Directors meeting held on the 12<sup>th</sup> day of March, 2020 (the "Board of Directors Meeting").

**WHEREAS**, the Association desires to amend and restate the Original Articles of Incorporation as provided herein.

**NOW, THEREFORE**, the Association hereby declares and certifies as follows:

- 1. The foregoing recitals are true and correct.

39313-204749  
RETURN TO: SHUMAKER, LOOP & KENDRICK, LLP TME/SAU


JUL 13 2020 11:30 AM

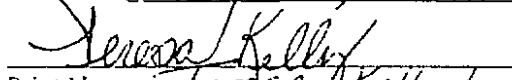
2. The Amended and Restated Articles of Incorporation attached hereto as Exhibit A are a true and accurate copy of the Amended and Restated Articles of Incorporation as approved by the members of the Association at the Membership Meeting and as approved by the Board of Directors of the Association at the Board of Directors Meeting.

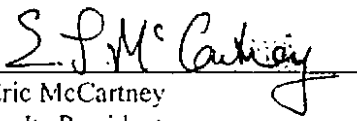
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the date first written above.

Signed, sealed and delivered  
in the presence of:

Beachplace Association, Inc.,  
a Florida corporation not for profit

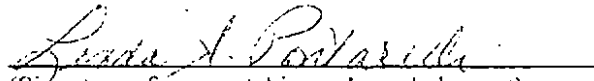
  
Print Name: Loren L. Chase

  
Print Name: Teresa Kelly

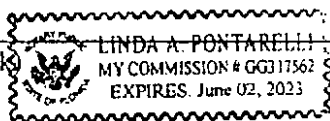
By:   
Eric McCartney  
As Its President

STATE OF FLORIDA  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30<sup>th</sup> day of April, 2020, by Eric McCartney, as the President of Beachplace Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
(Signature of person taking acknowledgment)

Linda A. Pontarelli  
(Name typed, printed or stamped)

(Title or rank)  LINDA A. PONTARELLI  
MY COMMISSION # GG317562  
EXPIRES June 02, 2023

(Serial number, if any)

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**Exhibit "A"**

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
BEACHPLACE ASSOCIATION, INC.  
(a Florida corporation not for profit)**

WHEREAS, the original Articles of Incorporation of Beachplace Association, Inc., a Florida corporation not for profit, were filed with the Florida Department of State on November 17, 1978, and

WHEREAS, these Amended and Restated Articles of Incorporation were duly approved by not less than a majority of the entire membership at a membership meeting held on the 12<sup>th</sup> day of March, 2020, and

WHEREAS, the number of membership votes cast for the amendments to the original Articles of Incorporation was sufficient for approval under the corporation documents and applicable law, and

WHEREAS, a majority of the entire membership of the Board of Directors approved of these Amended and Restated Articles of Incorporation at a duly noticed and convened Board of Directors meeting held on the 12<sup>th</sup> day of March, 2020.

NOW THEREFORE, the following are adopted as the Amended and Restated Articles of Incorporation of the Beachplace Association, Inc., a Florida as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

**ARTICLE I - NAME AND REGISTERED  
OFFICE OF THE CORPORATION**

The name of this corporation, hereinafter called the "Association," shall be Beachplace Association, Inc., a Florida corporation not for profit. Its principal place of business and its registered office shall be at 1109 Gulf of Mexico Drive, Longboat Key, Florida 34228. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

**ARTICLE II - PURPOSE AND POWERS**

Section 1. The purpose for which this Association is organized is specifically to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for Beachplace I, II and III (individually "Condominium" and collectively, the "Condominiums"), located at 1109 Gulf of Mexico Drive, Longboat Key, Florida 34228, in the Town of Longboat Key, in Sarasota County, Florida, and generally as a corporation not for profit under the terms and provisions of Chapter 617, Florida Statutes. The "Board" or the "Board of Directors" is the representative body responsible for the administration of the Association; a "Director" is a member of the Board, and an "Officer" is an officer of the Board. The

“Condominium Property” is comprised of the lands, leaseholds and personal property that are submitted to Condominium ownership pursuant to the Declaration of Condominium of Beachplace I, II and III, as they may be amended from time to time (individually “Declaration of Condominium”), whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto and intended for use in connection with the Condominium.

Section 2. Each individual with an ownership interest in a Unit located in a Condominium (alternately, “Unit” or “Condominium Unit”) that is operated and managed by this corporation (“Unit Owner”) shall be subject to the Declaration of Condominium respective to the Condominium in which such Unit exists.

Section 3. The Association shall have all of the rights, powers, duties and functions of a corporation not for profit, which are not in conflict with the Condominium Act, and of a governing association as set forth in the Condominium Act, now or hereafter in effect, and these Articles, and the Association shall have all powers and duties reasonably necessary to administer, govern, manage, operate and maintain the affairs and property of the Condominiums pursuant to their respective, Declarations of Condominium, including, but not limited to, the following:

A. To determine the common expenses required for the operation of the Condominium and Association and to make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominiums and of all other properties the Association shall hold, by whatever means, and for the operation of the Association. Assessments paid by Unit Owners shall be held in trust by the Association and used solely to pay: (1) the cost of the maintenance, repair and replacement of the Condominium property and other costs related, thereto; (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and filing fees and tax returns required to preserve the Association’s existence; (3) any costs incurred to enable the Association to perform its duties, and (4) all other common expenses as described in the Declaration of Condominium of Beachplace I, II and III. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Condominiums, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors.

B. To use the proceeds of assessments in the exercise of its powers and duties.

C. To acquire and enter into agreements acquiring leaseholds, membership and other possessory or use interests for terms of up to and including ninety-nine (99) years, whether or not contiguous to the lands of the Condominiums, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association, including, but not limited to, lease of recreation area and facilities.

D. To purchase insurance upon Condominium Property and all properties the Association shall hold and insurance for the protection of the Association and its members.

E. To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership, the lease and/or encumbrance of Condominium Units as may be provided by their respective Declaration of Condominium and by the Bylaws of the Association.

F. To enforce by legal means the provisions of the Condominiums, their respective Declaration of Condominium, these Articles, the Bylaws of the Association, and the rules and regulations for the use of the property of the Condominiums.

G. Subject to any limitations set forth in their respective Declaration of Condominium, to lease, maintain, repair, improve, make additions, alter, replace, re-construct and operate all Condominium Property and to contract for the maintenance, repair, replacement and operation of any and all of the Condominium Property.

H. To purchase, lease or otherwise acquire units or other property in the name of the Association or its designee.

I. To purchase units at foreclosure or other judicial sales in the name of the Association or its designee.

J. To sell, lease, mortgage or otherwise deal with units acquired, and sublease units leased by the Association or its designee.

K. To govern the conduct of occupants at the Condominium and to suspend voting rights as may be permitted by the Condominium Act and to levy fines against Unit Owners for violations of the rules, regulations and restrictions established by the Association. The Association may levy a fine against a Unit Owner, not to exceed the maximum amount permitted by law, for each violation by the Unit Owner, or his or her tenants, guests or visitors, of the Declaration, Articles, Bylaws, or rules or regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom a suspension or a fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Bylaws, or rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the suspension is sought or the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a committee of at least three (3) members appointed by the Board of Directors, who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by majority vote of the committee, the fine payment is due five (5) days after the date of the committee meeting at which the fine is approved. The Association must provide written notice of such fine or suspension by mail or hand delivery to the Unit Owner, and if applicable, to any tenant, licensee or invitee of the Unit Owner.

The Unit Owner shall be liable for all attorney fees and costs incurred by the Association incident to the suspension or levy or collection of the fine, including but not limited to attendance at the hearing and foreclosure of the lien. Conversely, the Unit Owner shall not be liable for attorney fees and costs incurred by the Association if the Association or the above panel subsequently rejects the suspension or the fine. Any partial payments received by the Association shall be first applied against attorney fees, then costs, then the unpaid fines.

L. To contract for the management, operation and upkeep of any and all property held or controlled by the Association and to delegate to a management contractor or contractors all powers and duties of this Association 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 maintenance, repair, and replacement of the common elements with such funds as shall be made available by the Association for such purposes.

M. To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.

N. To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

O. To borrow money on behalf of the Condominium when required in connection with the installation of capital improvements, repair, replacement, operation, care, upkeep and maintenance of the common elements or the acquisition of property, and granting mortgages and/or security interests in Association owned property, including, but not limited to granting a collateral assignment of assessments; provided, however, that the written consent of at least a majority of the voting interests present in person or represented by written proxy as provided in Article XI Section 2 of the Articles of Incorporation during the meeting organized to vote on such issue shall be required for the borrowing of any sum in excess of Five Hundred Thousand Dollars

(\$500,000.00). Further notwithstanding the foregoing to the contrary, the principal indebtedness of the Association shall not cumulatively exceed more than One Million and No/100 Dollars (\$1,000,000.00) (the "Cumulative Cap") at any one time without the written consent of at least a majority of the voting interests present in person or represented by written proxy as provided in Article XI Section 2 of the Articles of Incorporation during the meeting organized to vote on such issue. Notwithstanding the foregoing to the contrary, the Board of Directors shall be able to borrow up to Five Hundred Thousand Dollars (\$500,000.00) at any given time, over and above the Cumulative Cap, without a majority of the voting interests in the event of an emergency where a life, lives or property are at risk. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his or her interest in the common elements bears to the interest of all the Unit Owners in the common elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's unit.

P. At its discretion, authorizing Unit Owners or other persons to use portions of the common elements for private parties and gatherings and imposing reasonable charges for such private use.

Q. To select depositories for the Association funds.

R. To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. The Association shall obtain competitive bids for any contract which requires payment exceeding two percent (2%) of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county or adjacent counties serving the Association. The Board need not accept the lowest bid. The Association may not hire an attorney who represents the management company of the Association. Any contract for or purchase of a budgeted capital expenditure shall be subject to Board approval if the expenditure exceeds Fifty Thousand and No/100 Dollars (\$50,000.00) increased by the percentage, if any, of increase in the Consumer Price Index as of the date of approval over that which existed on the date of this Amended and Restated Articles of Incorporation. "Consumer Price Index" shall mean the Consumer Price Index as now published by the U.S. Bureau of Labor Statistics under the caption: "United States City Average for Urban Wage Earners and Clerical Workers All Items," or any revision or equivalent thereof hereafter published by that Bureau, or if there ceases to be any such publication, any substantially equivalent Price Index generally recognized as authoritative.

S. To employ and dismiss all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.



T. To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

U. To enact and enforce rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities.

V. To operate and maintain the Condominium common elements, the Condominium limited common elements and Condominium Property, including the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

W. To institute, maintain, settle or appeal legal actions or hearings in the name of the Association on behalf of all Unit Owners concerning matters of common interest to most or all Unit Owners.

X. To grant and relocate easements over the Condominium Property.

Y. To exercise: (a) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Condominium Act; (b) all powers incidental thereto, and (c) all other powers granted by statute or other law to a Florida corporation.

All powers of the Association conferred by each Declaration belonging to a Condominium operated and managed by this Corporation, and Bylaws are incorporated into these Articles by reference.

Section 4. Interested Transactions. Directors and Officers of the Board, and the relatives of such Directors and Officers, must disclose to the Board any activity that may reasonably be construed to be a conflict of interest. A rebuttable presumption of a conflict of interest exists if any of the following occurs without prior notice:

A. A Director or an Officer, or a relative of a Director or an Officer, enters into a contract for goods or services with the Association.

B. A Director or an Officer, or a relative of a Director or an Officer, holds an interest in a corporation, a limited liability company, partnership, limited liability partnership, or other business entity that conducts business with the Association or proposes to enter into a contract or other transaction with the Association.

C. If a Director or an Officer, or a relative of a Director or an Officer, proposes to engage in an activity that is a conflict of interest, as described in subsections (a) and (b), pursuant to Section 617.0832, Florida Statutes, the proposed activity must be listed on, and all contracts and transactional documents related to the proposed activity must be attached to the meeting agenda.

D. A Director or an Officer, or a relative of a Director or an Officer, who is a party to, or has an interest in, an activity that is a possible conflict of interest, as described in subsection (a), may attend the meeting at which the activity is considered by the Board and is authorized to make a presentation to the Board regarding the activity. After the presentation, the Director or Officer, or the relative of the Director or Officer, must leave the meeting during the discussion of, and the vote on, the activity. A Director or an Officer who is a party to, or has an interest in, the activity must recuse himself or herself from the vote. Any Director of this Association who is also a Director or Officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association which shall authorize any such contract or transaction with like force and effect as if such Director were not a Director or Officer of such other corporation or not so interested. Approval of the contract or other transaction shall require the affirmative vote of two-thirds (2/3<sup>rd</sup>s) of the Directors present, excluding the interested Director. If the Board votes against the proposed activity, the Director or Officer, or the relative of the Director or Officer, must notify the Board in writing of his or her intention not to pursue the proposed activity or to withdraw from the Board or from office. At the next regular or special meeting of the members, the existence of the contract or other transaction shall be disclosed to the members. Upon motion of any member, the contract or transaction shall be brought up for a vote and may be cancelled by a majority vote of the members present. Should the members cancel the contract, the Association shall only be liable for the reasonable value of goods and services provided up to the time of cancellation and shall not be liable or any termination fee, liquidated damages or other form of penalty for such cancellation.

E. A contract entered into between a Director or an Officer, or a relative of a Director or an Officer, and the Association that has not been properly disclosed as a conflict of interest or potential conflict of interest as required hereby is voidable and terminates upon the filing of a written notice terminating the contract with the Board which contains the consent of at least twenty percent (20%) of the voting interests of the Association. If the Board finds that an Officer or a Director has violated this subsection, then the Officer or Director shall be deemed removed from office. The vacancy shall be filled according to the Bylaws.

F. As used in this section, the term "relative" means a relative within the third degree of consanguinity by blood or marriage.

G. Notwithstanding the foregoing, the Association may not employ or contract with any service provider that is owned or operated by a Director or with any person who has a financial relationship with a Director or Officer or a relative within the third degree of consanguinity by blood or marriage of a Director or of an Officer, if said Director or Officer or relative within the third degree of consanguinity by blood or marriage of a Director or of an Officer owns one percent (1.0%) or more of the equity shares in the Association.

Section 5. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

A. In anticipation of or during any emergency defined in Section E below, the Board of Directors of the Association may:

(1) Modify lines of succession to accommodate the incapacity of any Director, Officer, employee or agent of the Association; and

(2) Relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

B. During any emergency, as defined in Section E below:

(1) Notice of a meeting of the Board of Directors need to be given only to those Directors whom it is practical to reach and may be given in any practical manner, including by publication and radio;

(2) One or more Officers of the Association present at a meeting of the Board of Directors may be deemed to be Directors for the meeting, in order of rank and within the same rank and order of seniority, as necessary to achieve a quorum; and

(3) The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(1) Binds the Association; and

(2) May not be used to impose liability on a Director, Officer, employee or agent of the Association.

D. A Director, an Officer or an employee of the Association acting in accordance with any emergency by-laws is only liable for willful misconduct.

E. An emergency exists for purposes of this Section if a quorum of the Association's Directors cannot readily be assembled in person or by telephone because of some catastrophic event which includes, but shall not be limited to, a natural disaster.

**ARTICLE III - QUALIFICATION OF MEMBERS  
AND THE MANNER OF THEIR ADMISSION**

Section 1. All persons owning a vested present interest in fee title to any of the Condominium Units of a Condominium that is operated and managed by this Corporation, which is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members. Ownership of a unit shall be a prerequisite to exercising any rights as a member. A unit may be owned by one or more persons or by a corporation, association, partnership, or trust. Per the Bylaws, a spouse of a member may be a Director.

Section 2. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any Unit Owner shall terminate upon the termination of their respective Condominium, or upon transfer of ownership in the Condominium Unit, provided the transfer is accomplished in accordance with all provisions of their respective Declaration of Condominium. After the Association approves the conveyance of a Condominium Unit, the change in membership shall be evidenced in the Association records by delivery to the Secretary of a copy of the deed or other instrument of conveyance. A member shall not be entitled to vote or to exercise any other rights of membership until a copy of such deed or other instrument of conveyance is delivered to the Secretary. Membership vested in the new Unit Owner is subject to any pre-existing lien thereon for all undischarged assessments, charges, and expenses (subject to any limitations imposed by the Condominium Act). The Association may rely on a recorded deed as evidence of transfer of a unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

**ARTICLE IV - TERM OF EXISTENCE**

The Association shall have perpetual existence, unless dissolved according to law.

**ARTICLE V - NAME AND RESIDENCE OF THE SUBSCRIBER**

The name and address of the subscriber to these Articles (as amended and restated) is Eric McCartney, 1109 Gulf of Mexico Drive, Longboat Key, Florida 34228.

**ARTICLE VI - OFFICERS**

Section 1. The Officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such Officers as the Board of Directors may deem appropriate from time to time. The same person may hold two offices with the exception of the President and the Secretary.

Section 2. The names of the Officers who are currently serving as of the date of these Articles of Incorporation are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Eric McCartney	President	1109 Gulf of Mexico Drive Longboat Key, Florida 34228
Andy Friesch	Vice President	1109 Gulf of Mexico Drive Longboat Key, Florida 34228

Betty Beaty	Treasurer	1109 Gulf of Mexico Drive Longboat Key, Florida 34228
Ellen Greenberger	Secretary	1109 Gulf of Mexico Drive Longboat Key, Florida 34228
Errol Soskolne	Assistant Secretary	1109 Gulf of Mexico Drive Longboat Key, Florida 34228

Section 3. The President of the Association must also be a member of the Board of Directors. Officers shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any Officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

Section 4. The Officers shall have such duties, responsibilities, and powers as provided in the Bylaws and the Florida Statutes.

**ARTICLE VII - BOARD OF DIRECTORS**

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than five (5) nor more than nine (9) Directors; provided, at all times there may only be an odd number of Directors on the Board.

Section 2. The names and addresses of the current Board of Directors and their terms of office are as follows:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Eric McCartney	1109 Gulf of Mexico Drive Longboat Key, Florida 34228	one year
Andy Friesch	1109 Gulf of Mexico Drive Longboat Key, Florida 34228	one year
Betty Beaty	1109 Gulf of Mexico Drive Longboat Key, Florida 34228	two years

Ellen Greenberger	1109 Gulf of Mexico Drive Longboat Key, Florida 34228	two years
Errol Soskolne	1109 Gulf of Mexico Drive Longboat Key, Florida 34228	two years
Carleton Godsey	1109 Gulf of Mexico Drive Longboat Key, Florida 34228	one year

Section 3. Election of Directors and term of service shall be designated by the Bylaws.

Section 4. The election shall be by written ballot or voting machine (unless dispensed with by majority consent of the total voting interests of the Association) and by a plurality of the votes cast, each person voting being entitled to cast such person's votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. In the event that there are both one year terms and two year terms being voted on at an election (as may result when a mid-term vacancy is filled per Section 5.A. below), then the candidate(s) receiving the least number of votes will be deemed elected for the one year term(s).

Section 5. Directors may be removed with or without cause and replaced as follows:

A. Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors even if the remaining Directors constitute less than a quorum or by the sole remaining Director and the remaining Directors may attend a meeting to fill such vacancy in person or by telephone conference participation. Any such appointed Board of Director shall serve only until the next annual meeting of the Members at which time the unexpired term of the original director shall be filled by election.

B. Any Director elected by the members may be removed from office with or without cause by the vote or agreement in writing by a majority of all of the voting interests. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the voting interest giving notice of the meeting as required for a meeting of the Unit Owners, and the notice shall state the purpose of the meeting.

(1) If the recall is approved by a majority of all of the voting interests, the recall will be effective as provided herein. The Board of Directors shall duly notice and hold a Board of Directors meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more members of the Board of Directors. Such member or members shall be recalled effective immediately upon conclusion of the Board of Directors meeting provided that the recall is facially valid. A recalled member must turn over to the Board of Directors, within ten (10) full business days, any and all records and property of the Association in their possession or shall proceed as set forth in Subsection (3) below.

(2) If the proposed recall is by an agreement in writing approved by a majority of all of the voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes, and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. Such member or members shall be recalled effective immediately upon conclusion of the Board meeting provided that the recall is facially valid. A recalled member must turn over to the Board, within ten (10) full business days, any and all records and property of the Association in their possession or proceed as described in Subsection (3) below.

(3) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes.

(4) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing, or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective, and the Board members so recalled shall turn over to the Board within ten (10) full business days any and all records and property of the Association.

Section 6. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee are present shall be open to all Association members. Any Association member may tape record or videotape meetings of the Board of Directors subject to reasonable rules adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. When a meeting of the Board of Directors or a committee is held and any of the Directors or committee members are attending by telephone conference, a telephone speaker must be used so that the conversation of those Directors or committee members attending by telephone may be heard by the Board of Directors or committee members attending in person as well as by any Unit Owners present at a meeting. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property not less than five (5) calendar days preceding the meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board of Directors. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with the fourteen (14) day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Association members, the Board shall by duly adopted rule designate a

specific location on the Condominium Property upon which all notices of Board meetings shall be posted. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meeting of the Board of Administration means any gathering of a quorum of the members of the Board of Directors or other representative body responsible for administration of the Association, for the purpose of conducting Condominiums business. Notwithstanding the foregoing to the contrary, meetings of the Board of Directors and any committee are not open to the members of the Association if the subject meeting is a meeting between the Board of Directors or a committee and the Association's legal counsel, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice or if the meeting is being held for the purpose of discussing personnel matters.

#### **ARTICLE VIII - INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All Officers and Directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims where willful misconduct or bad faith has been alleged and finally determined (after appeal, if any) by a court of law, by arbitration or other legally recognized judicial or administrative process or proceeding. The Association may purchase and maintain insurance on behalf of all Officers and Directors against any liability asserted against them or incurred by them in their capacity as Officers or Directors or arising out of their status as such.

#### **ARTICLE IX - BYLAWS**

The manner of altering, modifying, amending or rescinding the Bylaws of the Association shall be provided for in the Bylaws.

#### **ARTICLE X - AMENDMENTS TO THESE ARTICLES**

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a majority vote of the Board of Directors or by not less than twenty percent (20%) of the voting interests of the Association. The resolution shall then be presented to the membership of the Association. A majority vote of all Unit Owners shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Condominium Property or upon property held by the Association in accordance with the provisions of the respective Declaration of Condominium. No amendment shall be made that is in conflict with the Condominium Act or any Declaration of Condominium.



## ARTICLE XI - VOTING

Section 1. Each Condominium Unit shall be entitled to one vote at the Association meetings, notwithstanding that the same Owner may own more than one unit. A reference to "voting interests" herein means the collective votes of each Condominium Unit counted on the basis of one vote per Condominium Unit. In the event of joint ownership of a Condominium Unit, the vote to which that unit is entitled may be exercised by one of such joint Unit Owners. The owners of such a unit shall file a voting certificate with the Secretary of the Association designating which person or persons shall be authorized to cast the vote of such unit. In a case where a husband and wife are the sole owners of the Condominium Unit, they need not designate the voting member and either of them appearing at a meeting of the members may, if there is no objection from the other, cast the voting interest for that Condominium Unit. However, there shall be no apportionment of votes between multiple owners. In the event of ownership of a Condominium Unit by a legal entity other than a natural person, the Officer, Director, member, manager or other official so designated by such legal entity shall be authorized to cast the vote of such unit. In a situation where there are two or more persons authorized to cast a vote on behalf of a Condominium Unit, it shall be presumed that the person casting the vote has the consent of all such persons. If the persons who are authorized to vote on behalf of a Condominium Unit do not agree among themselves as to how their one vote shall be cast, that vote shall not be counted.

Section 2. Votes may be cast either in person, by proxy as specifically provided herein or by a voting trustee or trustees, each of whom may, but need not, be an Officer or Director of the Association. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112(2)(f)2, Florida Statutes; for votes taken to amend a Declaration of Condominium pursuant to Section 718.110, Florida Statutes; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association pursuant to Section 718.112, Florida Statutes; and for any other matter for which the Condominium Act requires or permits a vote of the Unit Owners. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. An executed proxy appearing to have been transmitted by the proxy giver, including a facsimile or equivalent reproduction of a proxy is a sufficient proxy. A Unit Owner may retroactively cure any alleged defect in a proxy by signing a statement ratifying that Unit Owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

## ARTICLE XII - ADDITIONAL PROVISIONS

Section 1. No Officer, Director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, Directors, or Officers; provided however, that the Association may pay compensation in a reasonable amount for services rendered, may confer benefits on its members in conformity with its purposes, and may make rebates of excess membership dues, fees or assessments.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

#### **ARTICLE XIII - SEVERABILITY**

Should any paragraph, sentence, phrase, portion or provision of these Articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining instruments.

#### **ARTICLE XIV - SURFACE WATER MANAGEMENT SYSTEM**

It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the surface water management system has become the responsibility of an appropriate agency of local government, and if not accepted, then when the surface water management system has been dedicated to a similar nonprofit corporation.

#### **ARTICLE XV - APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS**

Pursuant to Section 48.091, Florida Statutes, Loren Lysen, whose address is 1109 Gulf of Mexico Drive, Longboat Key, FL 34228, is appointed registered agent for service of process upon the Association. The Board of Directors may change the registered agent and office from time to time as permitted by law.

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal, and caused these Articles of Incorporation to be executed this 21<sup>st</sup> day of April, 2020.

S. J. McCartney (SEAL)  
Eric McCartney

STATE OF FLORIDA  
COUNTY OF Sarasota

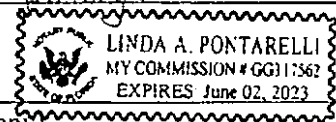
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of April, 2020, by Eric McCartney, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Linda A. Pontarelli  
(Signature of person taking acknowledgment)

Linda A. Pontarelli  
(Name typed, printed or stamped)

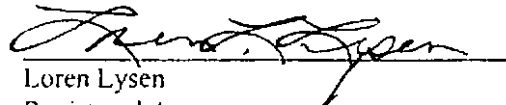
Office Manager  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)



**ACCEPTANCE BY REGISTERED AGENT**

The undersigned, having been designated as agent for service of process within the State of Florida upon Beachplace Association, Inc., at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for the Corporation.

  
Loren Lysen  
Registered Agent