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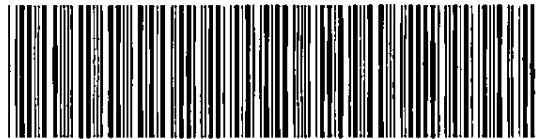
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COVER LETTER

Department of State
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: _____ **Sea Grape Inn Condominium Association, Inc.** _____
CORPORATE NAME

Enclosed are an original and one (1) copy of the restated articles of incorporation and a check for:

☐ \$35.00
Filing Fee

☐ \$43.75
Filing Fee
& Certificate of Status

☐ \$43.75
Filing Fee
& Certified Copy

☐ \$52.50
Filing Fee,
Certified Copy
& Certificate of
Status

ADDITIONAL COPY REQUIRED

FROM: _____ **Cindy Hill** _____
Name (Printed or typed)

_____ **614 S Tamiami Trl** _____

Address

_____ **Osprey, FL 34229** _____

City, State & Zip

_____ **941.316.0111** _____

Daytime Telephone number

_____ E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the document.

FILED
2023 MAR 11 PM 7:29

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF SEA GRAPE INN CONDOMINIUM ASSOCIATION, INC.
A Florida Not-For-Profit Corporation**

Heretofore, SEA GRAPE INN CONDOMINIUM ASSOCIATION, INC. was formed by the recording of Declaration of Condominium of Sea Grape Inn Condominium (the "Original Declaration"), at Official Records Book 976, Pages 1255 et seq. in the Public Records of Manatee County, Florida.

These are the Amended and Restated Articles of Incorporation of Sea Grape Condominium Association, Inc. The original Articles of Incorporation were recorded as an exhibit to the Original Declaration, at Official Records Book 976, Pages 1255 et seq. in the Public Records of Manatee County, Florida. Sea Grape Inn Condominium Association, Inc., has been organized pursuant to Chapter 718, Florida Statutes, for the maintenance, operation, and management of Sea Grape Inn Condominium, located in Manatee County, Florida.

Pursuant to Section 718.112, Florida Statutes, the Articles of Incorporation of Sea Grape Inn Condominium Association, Inc. are hereby amended and restated in their entirety by the recording of this Amended and Restated Articles of Incorporation of Sea Grape Inn Condominium Association, Inc. ("Articles of Incorporation").

This is a substantial rewording of the Articles of Incorporation. See original Articles of Incorporation text and prior amendments for text that is amended by this document.

I. NAME

The name of the corporation shall be SEA GRAPE INN CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as "the Association."

II. GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium known as Sea Grape Inn, located in Manatee County, Florida, and to perform all acts provided in the Original Declaration of said Condominium, originally recorded at Official Records Book 976, Pages 1255 et seq. of the Public Records of Manatee County and pursuant to Chapter 718, Florida Statutes as amended ("the Condominium Act").

III. POWERS

The Association by and through its Board of Directors ("Board") shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Condominium Act and the Declaration and Bylaws, including, but not limited to the following:

- I. To make, amend, and collect annual and special assessments against members as Unit Owners to defray the cost, expenses and losses of the Condominium, and to make special assessments against members as Unit Owners for maintenance or repair which is the responsibility of the Unit Owner.

This instrument prepared by:
Cindy A. Hill, Esq.
Tannenbaum Lemole & Hill
614 S. Tamiami Trail
Osprey, FL 34229

**CERTIFICATE OF RECORDATION OF
AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OF SEA GRAPE INN CONDOMINIUM**

AND

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SEA GRAPE INN CONDOMINIUM ASSOCIATION, INC.**

AND

**AMENDED AND RESTATED BYLAWS OF
SEA GRAPE INN CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amended and Restated Declaration of Condominium of Sea Grape Inn Condominium; Amended and Restated Articles of Incorporation of Sea Grape Inn Condominium Association, Inc.; and Amended and Restated Bylaws of Sea Grape Inn Condominium Association, Inc. were duly adopted in the manner provided in the condominium documents at the membership meeting held on September 12, 2023.

The original Declaration of Condominium of Sea Grape Inn Condominium was recorded in Official Records Book 976, Page 1255, et seq., as amended, in the Public Records of Manatee County, Florida, and the Condominium Plat was recorded for the Condominium in Condominium Plat Book 10, Pages 62-63, all in the Public Records of Manatee County, Florida.

The Amended and Restated Declaration of Condominium of Sea Grape Inn Condominium; the Amended and Restated Articles of Incorporation of Sea Grape Inn Condominium Association, Inc.; and the Amended and Restated Bylaws of Sea Grape Inn Condominium Association, Inc., are attached hereto. All previous site plans of record are incorporated by reference.

[SEE NEXT PAGE FOR SIGNATURES]

2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To maintain, repair, replace and operate the Condominium Property, with such operation powers including the responsibility to pay for the regular community garbage and trash removal. The Association's maintenance, repair, and replacement duties shall include, but not be limited to, all Common Element lawns, grounds, walkways, and outside walls.
4. The irrevocable right to access each Unit during reasonable hours as may be necessary for such maintenance, repair, or replacement of any of the Common Elements therein, or accessible therein or there from, or for making an emergency repair therein, that may be necessary to prevent damage to the Common Elements, or to another Unit or Units.
5. To purchase property and wind damage insurance upon the Condominium Property with such premiums providing coverage on par with the value of the Common Elements and the Units, and liability insurance for the protection of the Association and its members as Unit Owners, all in a manner consistent with industry standards
6. To reconstruct the improvements after casualty and to further improve the property.
7. To make and amend reasonable rules and regulations regulating the use of the Condominium Property.
8. To approve or disapprove the transfer, mortgage, ownership, and lease of Units in the Condominium, as provided in the Declaration and Bylaws.
9. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Condominium Property.
10. To levy fines for violation of approved condominium Rules and Regulations, or violations of the provisions of the Declaration, these Articles, or the Bylaws, all as set forth in the Bylaws.
11. To contract for the management, operation, and administration of the Condominium and to delegate to such contractor all powers and duties of the Association, except as specifically required by the Declaration to be performed by or have the approval of the Board or the membership of the Association. Such authority includes the power to contract with a manager to perform the services related to the rentals of the Units.
12. If the Board so chooses, to contract with a rental agent that the Unit Owners can, but will not be obligated, to use in the rental of their Units. Should a Unit Owner choose not to use the Association's rental agent program, that Unit Owner shall provide written notice to the Board no less than 150 days prior to removal from the rental agent program.
13. To employ personnel for reasonable compensation to perform the services as required for the proper administration of the purposes of the Association.

14. To pay taxes and assessments which are liens against any part of the Condominium, other than the individual Units, unless the individual Unit or Units are owned by the Association, and to assess the same against the Unit and the Owner of the Unit which is subject to such liens.

15. To purchase a Unit or Units in the Condominium in accordance with the provisions of the Declaration and to hold, lease, mortgage and convey the same.

16. To enter into agreements for construction of recreation facilities, buildings, or master television, internet, and/or telecommunication systems, and other amenities or facilities for the benefit of the Unit Owners and to borrow money for the purpose of carrying out such construction, and to mortgage, lease, or otherwise provide security for the repayment of said funds.

17. In the event of a structural and safety emergency, the Board may exercise the emergency powers and any other powers authorized by the provisions of the Condominium Act and Sections 718.1265, 617.0207, and 617.0303, Florida Statutes, all as amended from time to time.

IV. MEMBERS

The members of the Association shall consist of all persons owning a condominium Unit of Sea Grape Inn as evidenced by a duly recorded deed or other appropriate instrument of conveyance, in the Public Records of Manatee County, Florida. Membership in the Association shall terminate automatically and immediately as a member's interest in the title terminates, except that upon termination of the entire Condominium then membership shall consist of those who were members at the time of each conveyance of the respective units to the trustee as provided in the Declaration.

Each change of membership in the Association shall be established by both securing the approval of the Association as required by the Declaration, and delivery to the Secretary of a copy of the recorded deed or other instrument of conveyance.

The share of a member in the funds and assets of the corporation cannot be assigned or transferred in any manner except as an appurtenance to his unit.

V. VOTING RIGHTS

Each condominium Unit shall be entitled to one (1) vote at Association meetings, as provided in the Bylaws or Declaration, notwithstanding that the same Owner may own more than one (1) Unit. The manner of exercising voting rights shall be determined by the Bylaws.

VI. EXISTENCE

The Association shall exist perpetually unless dissolved according to law.

VII. REGISTERED OFFICE AND REGISTERED AGENT

The office of the Association is located at 5125 Gulf of Mexico Drive, Longboat Key, Florida 34228. The Association's Registered Agent is currently Tannenbaum Lemole & Hill, 614 S. Tamiami Trail, Osprey, FL 34229. The Board may change the Association's registered agent and office in the manner provided by law.

VIII. BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of no more than eight (8), but not less than three (3) Directors. The number of Directors shall be eight (8) unless changed in the manner stated in the Bylaws. Directors must be members of the Association.

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

IX. OFFICERS

The affairs of the Association will be managed by the officers whose positions and duties are set forth in the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Association, and shall serve at the pleasure of the Board. The Board shall elect from its members a President, Secretary, Treasurer, and other such officers they shall deem desirable, consistent with the Bylaws. The President and the Secretary may not be the same person.

X. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses, liabilities, and settlements, including attorney's fees reasonably incurred by or imposed upon him in connection with any legal or administrative proceeding to which he may become involved by reason of him being or having been a director or officer of the Association, whether or not he is a director or officer at the time of the expenses, unless the director or officer is adjudged by a Florida court of competent jurisdiction to have committed gross negligence, fraud, willful misfeasance and/or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all rights of indemnification to which such director or officer may be entitled whether by statute, by common law, or otherwise.

The Association may also elect to indemnify any committee member or other appointee or volunteer if it believes such indemnification shall be in the best interests of the Association and the membership. The indemnification provided by this Article shall inure to the benefit of the heirs and personal representatives of such person.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Anything to the contrary herein notwithstanding, the provisions of this Article X may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

XI. BYLAWS

The Bylaws of the Association may be amended, altered, or rescinded by the Association at any duly called meeting of the members provided that the notice of meeting contains a full statement of the proposed amendment, a quorum is in attendance, and there be an affirmative vote of the majority of the qualified voting members of the Association.

XII. SUBSCRIBERS

The names and street addresses of the original subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Kenneth L. Marshall	4524 Falcon Ridge Drive Sarasota, Florida 33581
Randall C. Concello	2727 53 rd Street Sarasota, Florida 33580
Marian Zeppi	7175 Gulf of Mexico Drive Coquina 21 Longboat Key, Florida 33548

XIII. AMENDMENTS

The Association may amend any provisions contained in these Articles by a simple majority vote of all voting rights of the members; provided however, that no amendment shall make any changes in the qualification for membership or voting rights of the members without the written approval of all members and the joinder of all record owners of the mortgages upon the Condominium. No amendment shall be made which is in conflict with the Condominium Act or the Declaration.

Alan Tannenbaum

Board Certified in Construction Law
atannenbaum@tlhlegal.com

Cindy Hill

chill@tlhlegal.com

Jon Lemole

Also Admitted in NY and NJ
jlemole@tlhlegal.com



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Condominium and Planned Development
cmcclenathen@tlhlegal.com

FULL-SERVICE COMMUNITY ASSOCIATION AND CONSTRUCTION LAW FIRM

Serving Southwest Florida, Tampa Bay and Central Florida

www.tlhlegal.com

March 6, 2024

Via: USPS

Department of State
Division of Corporations
Corporate Filings
PO Box 6327
Tallahassee, FL 32314

Re: Sea Grape Inn Condominium Association, Inc. / Amended and Restated Articles of
Incorporation – Resubmission

Dear Secretary of State:

Please see enclosed document for recording with additional page reflecting the needed page
referencing the date of adoption.

The check for recording fees has already been received at your office.

If there are any questions, please call me at 941.316.0111.

Thank you.

For the Firm

/s/ Kimberly Peers

Kimberly Peers, Paralegal
For the Firm

Main Office
614 S Tamiami Trail
Osprey, FL 34229

(941) 316-0111

By Appointment
Sarasota - (941) 316-0111
Tampa - (727) 287-1018
Ft. Myers - (239) 215-4131
Orlando - (407) 956-2184



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 9, 2024

CINDY HILL
614 TAMIAMI TRL
OSPREY, FL 34229

SUBJECT: SEA GRAPE INN CONDOMINIUM ASSOCIATION, INC.
Ref. Number: 748926

We have received your document for SEA GRAPE INN CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The date of adoption of each amendment must be included in the document.

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

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

Anissa Butler
Regulatory Specialist II

Letter Number: 724A00002949

3/11/24