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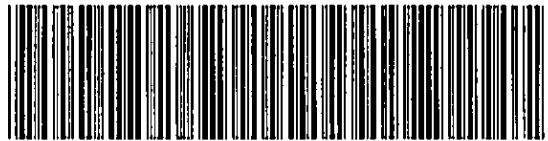
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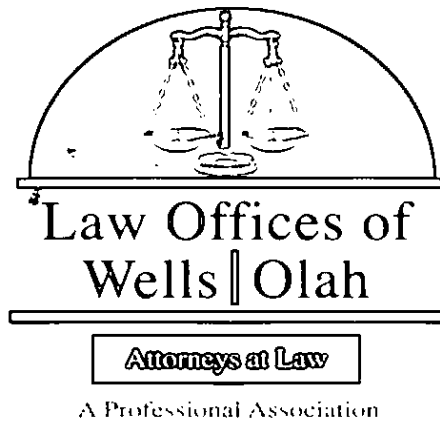
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Condominium, Homeowner
and Cooperative Associations



Kevin T. Wells, Esq.
Paul E. Olah, Jr., Esq.



Civil Litigation
Construction Litigation

Michael W. Cochran, Esq.
Jackson C. Kracht, Esq.
Joseph A. Gugino, Esq.
Brett M. Sarason, Esq.

November 18, 2019

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

Re: Amendments to the Articles of Incorporation
Palm-Aire at Sarasota Condominium Association "D", Inc.

Dear Sir or Madam:

Please file the enclosed original Amendments to the Articles of Incorporation for the above-referenced corporation. Also enclosed is an Association's in the amount of \$43.75 for the filing fee and certified copy fee. Please return a **certified copy** to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

LAW OFFICES OF WELLS | OLAH, P.A.

Brett M. Sarason, Esq.

BMS/elp
Enclosures

AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF**

PALM-AIRE AT SARASOTA CONDOMINIUM ASSOCIATION "D", INC.

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

The members of **PALM-AIRE AT SARASOTA CONDOMINIUM ASSOCIATION "D", INC.**, a Florida Not for Profit Corporation, which is located in Manatee County, Florida, adopt these Amended and Restated Articles of Incorporation. The original Articles of Incorporation were filed with the Office of the Florida Department of State, Division of Corporations on March 10, 1980. The original Declaration of Condominium of **NO. 11A PALM-AIRE AT SARASOTA** was recorded at Official Records Book 993, Page 478 *et seq.* of the Public Records of Manatee County, Florida and the original Declaration of Condominium of **NO. 11B PALM-AIRE AT SARASOTA** was recorded at Official Records Book 999, Page 3680 *et seq.* of the Public Records of Manatee County, Florida.

1. NAME OF CORPORATION AND ADDRESS

The name of the corporation is **PALM-AIRE AT SARASOTA CONDOMINIUM ASSOCIATION "D", INC.** (herein, "the Association"). The Association's principal address is 3701 South Osprey Avenue, Sarasota, Florida 34239. The Board of Directors may change the Association's principal address from time to time as provided by law.

2. GENERAL NATURE OF BUSINESS

2.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein, the "Condominium Act") for the maintenance, operation and management of **NO. 11A PALM-AIRE AT SARASOTA** and **NO. 11B PALM-AIRE AT SARASOTA** (herein, the "Condominiums"), located in Manatee County, Florida, and to perform all acts provided in the Declarations of Condominium of said Condominiums and in the Condominium Act.

2.2 No Shares of Stock. The Association shall not have or issue shares of stock.

3. POWERS. The powers of the Board of Directors shall include, but not be limited to, the following:

3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation, the Declarations of Condominium or Chapter 718, Florida Statutes, all as subsequently amended from time to time.

3.2 Specific Powers. The Association's Board of Directors shall have all of the powers and duties reasonably necessary to operate the Condominiums and those set forth in Chapters 617 and 718, Florida Statutes, the Declarations of Condominium, these Articles, and the Association Bylaws including, but not limited to, the following:

A. To make, amend and collect annual and special assessments against its Unit Owners to defray the costs, expenses and losses of the Condominiums and the Association.

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

C. To operate, maintain, repair, alter, improve, administer and replace the Common Elements, Condominium Property and Association real and personal property.

D. To purchase insurance upon the Condominium Property, Association property, directors & officers liability insurance, umbrella insurance, and insurance for the protection of the Association and its Members, as Unit Owners.

E. To repair and reconstruct improvements after casualty and further improve the Condominium Property and Association property.

F. To make and amend reasonable rules and regulations governing the Units, the Common Elements and the Association property; however, any such Board adopted rules may be rescinded upon the affirmative approval of at least fifty-one percent (51%) of the total voting interests of the Association.

G. To approve or disapprove the sale, transfer and lease of Units, as provided in the Declarations of Condominium.

H. To enforce by legal means the provisions of the Condominium Act, the Declarations of Condominium, these Articles of Incorporation, the Association Bylaws and the Rules and Regulations of the Association and to negotiate and settle all threatened or pending disputes, claims or lawsuits.

I. To contract for the management, operation, administration and maintenance of the Condominium Property and to authorize a contractor or management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules and restrictions.

J. To employ personnel and independent contractors to perform the services required for the proper administration and operation and affairs of the Condominiums and the Association.

K. To acquire by purchase or otherwise and to sell, encumber, grant easements or other use rights, mortgage and lease Association property or additional real property, subject nevertheless to the provisions of the Declarations and Bylaws relative thereto.

L. To borrow money and secure the same by assigning Assessments, lien rights, Assessment collection authority, and by execution of mortgages encumbering the Association real property (but not the common elements) and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association.

M. To purchase Condominium Units and to hold, lease, mortgage or convey said Units.

3.3 Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Declarations of Condominium, these Articles of Incorporation and the Association Bylaws.

3.4 Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the provisions of Section 718.1265, Florida Statutes, and Sections 617.0207 and 617.0303, Florida Statutes, all as amended from time to time. For purposes of this Section 3.4 only, an emergency exists during a period of time that the Condominiums, or the immediate geographic area in which the Condominiums are located, are subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage

the physical existence of the Condominiums. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

A. Conduct Board meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including publication, telephone, radio, United States mail, email, the Internet, public service announcements, and conspicuous posting on the condominium property or any other means the Board deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this Section. The Directors in attendance at such a Board meeting (if more than one (1) director) shall constitute a quorum.

B. Cancel and reschedule any Board, membership or committee meeting.

C. Name as interim assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

D. Relocate the Association's principal office or designate alternative principal offices.

E. Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal and disposal.

F. Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity; water, sewer, or security systems; or air conditioners.

G. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the Condominium Property unavailable for entry or occupancy by Unit Owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

H. Require the evacuation of the Condominium Property in the event of a mandatory evacuation order in the locale in which the Condominiums are located. Should any Unit Owner or other occupant of the Condominiums fail or refuse to evacuate the Condominium Property where the Board has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

I. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the Condominium Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declarations.

J. Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, baseboards, air ducts, cabinetry, any and all personal property or belongings of the resident or Unit Owner, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Condominium Property, even if the Unit Owner is obligated by the Declarations or law to insure or replace those fixtures and to remove personal property from a Unit.

K. Contract, on behalf of any Unit Owner or Owners, for items or services for which the Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Condominium Property. In such event, the Unit Owner or Owners on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its Assessment

and claim of lien authority provided by Section 718.116, Florida Statutes and in the Declarations of Condominium to enforce collection of the charges. Without limitation, such items or services may include the drying of Units, the boarding or other enclosure of broken or damaged windows, sliding glass doors, exterior doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the Units or other portions of the Condominium Property.

L. Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declarations of Condominium, Articles of Incorporation, or Association Bylaws, the Association's Board of Directors may levy one or more special assessments without a vote of the Unit Owners.

M. Without Unit Owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Declarations of Condominium, Articles of Incorporation, or Association Bylaws.

N. Corporate action taken in good faith to meet the emergency needs of the Association or its Unit Owners shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a director, officer, or employee. An officer, director, or employee acting in good faith and in accordance with this Section is only liable for willful misconduct.

The special powers authorized above in this Section 3.4 shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the Unit Owners and the Unit Owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Condominium Property.

4. MEMBERS

4.1 Members. All persons owning a vested present interest in the fee title to any of the Units of the Condominiums, which interest is evidenced by a duly recorded proper instrument in the Public Records of Manatee County, Florida, shall be Members of the Association.

4.2 Termination of Membership. Membership shall terminate automatically and immediately as a Member's vested interest in the fee title terminates, except that upon termination of the entire Condominium project, the membership shall consist of those who were Members at the time of each conveyance of the respective Units to the trustee as provided in said Declarations of Condominium.

4.3 Change of Membership. After receiving approval of the Association Board of Directors or its designated agent as required by the Declarations of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing record title to a Unit in the Condominiums and the delivery to the Association of a copy of such instrument. The Board may, in its sole discretion, require a Member to provide it a certified copy of the Deed or other instrument. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated.

4.4 Limitation on Transfer of Shares of Assets. A Member cannot assign, hypothecate, or transfer in any manner his or her share in the funds and assets of the Association, except as an appurtenance to the Member's Unit.

5. VOTING RIGHTS. Each Condominium Unit is entitled to one (1) vote at Association membership meetings, notwithstanding that the same Owner may own more than one (1) Unit or that Units may be joined together and occupied by one Owner. The Declarations of Condominium and Bylaws shall provide the manner of exercising voting rights. No vote shall be allocated to a Unit owned by the Association. Owners owning more than one Unit shall be

entitled to one vote for each Unit owned. The Association may suspend a Members' voting rights in the manner provided in the Condominium Act.

6. **INCOME DISTRIBUTION.** Except as otherwise provided by Florida law, no part of the income of the Association shall be distributed to its Members, except as compensation for services rendered.

7. **CORPORATE EXISTENCE.** The Association shall exist perpetually, unless sooner dissolved according to law.

8. **BOARD OF DIRECTORS**

8.1 **Board of Directors.** The Board of Directors shall manage the affairs, business, and the operation of the Association. The Bylaws shall state the number of Directors, which may in no event be less than three (3) or more than seven (7) Directors. A Director must fulfill all requirements of eligibility provided in the Declarations of Condominium, the Bylaws, the Articles and by law. A Director has a fiduciary relationship to the Members and to the Association.

8.2 **Election of Directors.** The membership shall elect Directors at the annual meetings of the Members, in the manner determined by the Association Bylaws and by law. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws and according to law.

9. **OFFICERS.** The Association officers shall manage the affairs, business, and the operation of the Association as directed by the Board of Directors. The Board of Directors shall elect officers at its first meeting following the annual meeting of the Members of the Association. Officers serve at the pleasure of the Board of Directors. Each officer has a fiduciary relationship to the Members and to the Association.

10. **INDEMNIFICATION**

10.1 **Indemnity.** The Association shall indemnify any Officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or committee member of the Association, against expenses (including without limitation attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless:

A. A court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he 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 he had reasonable cause to believe his conduct was unlawful; and

B. Such court also determines specifically that indemnification should be denied.

The termination of any action, suit, or proceeding 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 which he 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 his conduct was unlawful. It is the intent of the membership of the Association, 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.

10.2 **Defense.** 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 Section 10.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article.

10.4 Miscellaneous. The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

10.5 Insurance. The Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, 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 Section 10.

10.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Section 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

10.7 Delegation. To the extent permitted by law, the powers and duties of the Directors and Officers may be delegated for the purpose of management.

11. BYLAWS. The Association Bylaws may be amended in the manner provided by the Bylaws.

12. AMENDMENTS TO THE ARTICLES OF INCORPORATION

12.1 Amendments. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in or with the notice of any membership meeting at which a proposed amendment will be considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a majority of the Members of the Association. An amendment to these Articles of Incorporation must be approved by at least two-thirds (2/3) of the voting interests present (in person or by proxy) and voting at a duly-noticed membership meeting at which a quorum is obtained.

12.2 Limitation on Amendments. No amendment shall conflict with the Condominium Act or the Declarations of Condominium.

12.3 Certification. A copy of each amendment to the Articles of Incorporation shall be filed with the Florida Secretary of State and shall be recorded in the Public Records of Manatee County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted. The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles and all rights conferred upon the Member herein are granted subject to this reservation.

12.4 Automatic Amendment. These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declarations of Condominium or the Condominium Act. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as

amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles of Incorporation, the Board of Directors may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Articles of Incorporation as the Board of Directors deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

13. **SUBSCRIBERS.** The names and addresses of the original subscribers of these Articles of Incorporation are:

Lloyd C. Hagaman, Jr., 3700 Country Club Way, Sarasota, Florida
Richard Stemple, 3700 Country Club Way, Sarasota, Florida
James L. Ritchey, 1550 Ringling Boulevard, Sarasota, Florida

14. **REGISTERED OFFICE AND AGENT.** The registered office of the Association is 3701 South Osprey Avenue, Sarasota, Florida 34239, and the registered agent of the Association at that office is Progressive Community Management, Inc. The Association Board of Directors may change the Association's registered office and registered agent from time to time as provided by law.

15. **MISCELLANEOUS.** The following miscellaneous provisions shall apply to these Articles of Incorporation:

15.1 **Conflicts.** In the event of a conflict between the language in the Declarations of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control: (i) Declarations of Condominium; (ii) Articles of Incorporation; (iii) Bylaws; and (iv) Rules and Regulations.

15.2 **Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

15.3 **Severability.** The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of the Declarations, the Articles of Incorporation, Bylaws or Rules shall not affect the remaining portions hereof.

15.4 **Definitions.** All terms used in these Articles of Incorporation have the same meaning, to the extent applicable, as set forth in the Association's Declarations of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), all as subsequently amended or renumbered from time to time. If a term is not defined in Chapter 718, Florida Statutes, herein or is deemed ambiguous by the Association's Board of Directors, the Board may define the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the Condominiums or refer to a common dictionary when defining a term. The Board's definition shall be binding on all parties unless wholly unreasonable and arbitrary.

15.5 **Headings.** The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

Prepared by and return to:
Kevin T. Wells, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191

**AMENDMENTS TO
ARTICLES OF INCORPORATION**

**PALM-AIRE AT SARASOTA CONDOMINIUM ASSOCIATION "D", INC.
A Florida Not For Profit Corporation**

We hereby certify that the attached Amended and Restated Articles of Incorporation of **PALM-AIRE AT SARASOTA CONDOMINIUM ASSOCIATION "D", INC.** (the "Association"), a Florida corporation not-for-profit, were adopted by the a simple majority vote of all voting interests of all members of the Association as required by Article XV of the Articles of Incorporation, at the Annual Membership Meeting of the Association held on February 6, 2018 and reconvened on March 26, 2018. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and by Florida law.

DATED this 8th day of NOV, 2019.

Signed, sealed and delivered:
in the presence of:

sign Laurie Seesholtz

print Laurie Seesholtz

sign Bekki Rayner

print Bekki Rayner

sign Bekki Rayner

print Bekki Rayner

sign Laurie Seesholtz

print Laurie Seesholtz

**PALM-AIRE AT SARASOTA CONDOMINIUM
ASSOCIATION "D", INC.**

By: John Bennett
John Bennett, President

ATTEST:

By: Nancy Landry-Milligan
Nancy Landry-Milligan, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 9th day of NOV, 2019,
by John Bennett as the President of Palm-Aire at Sarasota Condominium Association "D", Inc., a Florida not
for profit corporation, on behalf of the corporation. He is personally known to me or has produced
_____ as identification.

My commission expires:



LAURIE SEESHOLTZ
Commission # GG 351406
Expires August 25, 2023
Bonded Thru Budget Notary Services

NOTARY PUBLIC

sign Laurie Seesholtz
print LAURIE SEESHOLTZ
State of Florida at Large (Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 11th day of NOV, 2019,
by Nancy Landry-Milligan as the Secretary of Palm-Aire at Sarasota Condominium Association "D", Inc., a
Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has
produced _____ as identification.

My commission expires:



LAURIE SEESHOLTZ
Commission # GG 351406
Expires August 25, 2023
Bonded Thru Budget Notary Services

NOTARY PUBLIC

sign Laurie Seesholtz
print LAURIE SEESHOLTZ
State of Florida at Large (Seal)

PALM-AIRE AT SARASOTA CONDOMINIUM ASSOCIATION "D", INC.
AMENDED AND RESTATED ARTICLES OF INCORPORATION

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