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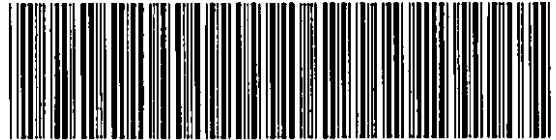
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MAR 29 2021

S. YOUNG

2021 FEB -8 PM 6:36

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THE LAW OFFICES OF
LOBECK & HANSON
PROFESSIONAL ASSOCIATION

CONDOMINIUM, COOPERATIVE
AND HOMEOWNERS
ASSOCIATIONS
CIVIL LITIGATION
PERSONAL INJURY
FAMILY LAW
LAND USE LAW
ESTATES AND TRUSTS
EMPLOYMENT LAW

* FLA. BOARD CERTIFIED SPECIALIST IN CONDOMINIUM
AND PLANNED DEVELOPMENT LAW

** ALSO LICENSED IN ILLINOIS

January 29, 2021

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

Re: Certificate of Amendment
Suntide Island Beach Club Owners Association, Inc.

Dear Sir or Madam:

Please find enclosed an original Certificate of Amendment and attached Amendment to the Articles of Incorporation for the above-referenced corporation and a check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Sincerely,



Leah E. Ellington

LEE/pp
Enclosure

Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

2021 FEB - 8 PM 6: 36

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SUNTIDE ISLAND BEACH CLUB OWNERS ASSOCIATION, INC.

ARTICLE 1.
NAME OF CORPORATION AND PRINCIPAL OFFICE

The name of the corporation shall be SUNTIDE ISLAND BEACH CLUB OWNERS ASSOCIATION, INC. (herein "the Association"). The principal office of the Association shall be located at 850 BEN FRANKLIN DRIVE, SARASOTA, FL 34236. The Association Board of Directors (herein "the Board") may change the location of the principal office of the Association from time to time.

ARTICLE 2.
PURPOSE

The purposes of this Association are to provide for Members of the Association at SUNTIDE ISLAND BEACH CLUB CONDOMINIUMS, SECTION ONE and SUNTIDE ISLAND BEACH CLUB CONDOMINIUMS, SECTION TWO, hereinafter collectively referred to as "the Condominium", situate in Sarasota County, Florida the following services and facilities:

- A. To provide utility services to and for the benefit of all Units and Common Elements;
- B. To maintain and repair all Units and Common Elements;
- C. To maintain, replace and repair all furniture, furnishings, fixtures and equipment and other personal property of the Association, providing the same to and for the benefit of all Units in accordance with the Time Share Plan;
- D. To provide garbage and trash removal service for the Condominium and all Units thereof;
- E. To provide fire and extended coverage insurance on all Common Elements and all Units;
- F. To provide public liability insurance on all Common Elements and all Units;

G. To provide linen and towel service for the benefit of the Condominium and all Units;

H. To provide maid service for the benefit of the Common Elements and all Units;

I. To provide optional rental service for the benefit of Unit Owners;

J. To provide central antennae television distribution service for the Condominium and all Units thereof;

K. To implement, carry out and enforce the Time-Share Plan and obligations of the Declaration of Condominium for the Condominium and in general to manage the affairs of the Condominium and Condominium Property and protect the aesthetic qualities and beauty of the Condominium.

L. To promulgate rules governing the use of the Common Elements and Units and use of recreational, social facilities and the grounds of the Condominium;

M. To undertake such activities and projects as will enhance the value and utility of the Units and the Condominium and will promote the enjoyable occupancy of the same.

ARTICLE 3. DEFINITIONS

The terms used herein shall have the same definitions as stated in the Declaration of Condominium and The Condominium Act unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration of Condominium or by the Condominium Act, the Board shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

ARTICLE 4. POWERS

The Association shall have all of the statutory and common law powers of a corporation not for profit and all of the powers and duties set forth in the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes), the Condominium Act, the Florida Vacation Plan and Timesharing Act, the Declaration of Condominium, these Articles of Incorporation, and Bylaws of the Association, all as amended from time to time, except as may be limited or otherwise provided by these Articles of Incorporation or by law.

**ARTICLE 5.
QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION**

The members of this Corporation shall consist of Owners of Condominium Units or Time Share Estates in the same (herein referred to as "Unit Owners"). Such Unit Owners shall automatically become Unit Owners upon acquisition of their Unit or Time Share Estate therein as evidenced by recorded deed conveying such Unit or Time Share Estate to the Unit Owners as evidenced by a recorded deed or distribution of their Time Share Estate to a third party.

**ARTICLE 6.
TERM**

The term for which this Corporation is to exist shall be perpetual, unless sooner dissolved according to law.

**ARTICLE 7.
BOARD OF DIRECTORS**

The affairs and Operation of the Association shall be managed by a governing board called the Board of Directors, who shall be elected at the Annual Membership Meeting of the Association. The Bylaws shall provide for the number, election, removal, qualification and resignation of the Directors and for filling vacancies on the Board.

**ARTICLE 8.
BYLAWS**

The Bylaws of the Association may be amended as provided in the Bylaws.

**ARTICLE 9.
AMENDMENTS**

These Articles of Incorporation may be amended by the Owners of two-thirds (2/3) of the Units present and voting at any meeting of the membership, provided however, that notice of such meeting must be provided to all Members at least fourteen (14) days in advance.

**ARTICLE 10.
INDEMNIFICATION**

10.1 INDEMNIFICATION. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer or committee member of the Association, against expenses (including reasonable attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceedings, unless: (a) a court of competent jurisdiction determines, after all available

appeals have been exhausted or not pursued by the proposed indemnitee, that the person did not act in good faith, nor in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that the person had reasonable cause to believe the conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful. It is the intent of the membership, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors and committee members as permitted by Florida law.

10.2 EXPENSES. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article 10.1 above, or in defense of any claim, issue or matter therein, the person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection therewith.

10.3 ADVANCES. Expenses incurred in defending a civil or criminal action, suit or administrative proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that the person is not entitled to be indemnified by the Association as authorized in this Article 10, or as otherwise permitted by law.

10.4 MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

10.5 INSURANCE. The Association shall have the power to purchase and maintain insurance with reasonable deductibles on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against the person and incurred in any such capacity, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article 10 to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

ARTICLE 11.
REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be 850 BEN FRANKLIN DRIVE, SARASOTA, FL 34236, and the registered agent at such address will be JENNIFER JOHNSON. The Board may change the registered agent and office from time to time as permitted by law.

Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION

SUNTIDE ISLAND BEACH CLUB OWNERS ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved and adopted at the Annual Meeting of the Membership held on November 27, 2020, by the affirmative vote of not less than two-thirds (2/3rds) of the Units present and voting at the meeting, which is sufficient for adoption in accordance with Article XII of the Articles of Incorporation.

DATED this 21 day of December, 2020.

Witnesses:

SUNTIDE ISLAND BEACH CLUB OWNERS
ASSOCIATION, INC.

Sign Larry Blount

Print Tracy Granqvist

Sign Becky Hermanson-Hill

Print Becky Hermanson-Hill

By: Jennifer J. Johnson
Jennifer J. Johnson, President

Witnesses:
Sign Rita Tasin-Connolly

Print RITA TASIN-CONNOLLY

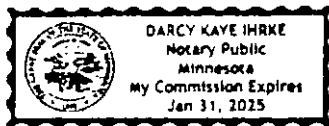
Sign Gary Kelly

Print Gary Kelly

Attest: Lynda C. Cook
Lynda C. Cook, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21st day of December, 2020, by Jennifer J. Johnson as President of Suntide Island Beach Club Owners Association, Inc., on behalf of the corporation. She is personally known to me or has produced MN Drivers license as identification.



NOTARY PUBLIC

Sign

Print

Darcy Kaye Ihrke
Darcy Kaye Ihrke
State of Florida at Large (Seal)

My Commission expires: Jan 31st 2025

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5th day of January, 2020, by Lynda C. Cook as Secretary of Suntide Island Beach Club Owners Association, Inc., on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NIKAT YOUNGMANSE
Commission # GG 215620
Expires September 10, 2022
Bonds: Thru Budget Notary Services

NOTARY PUBLIC

Sign

Print

Nikat Youngmanse
NIKAT YOUNGMANSE
State of Florida at Large (Seal)

My Commission expires: