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LAND'S END AT SUNSET BEACH COMMUNITY ASSOCIATION, IN

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**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
LAND'S END AT SUNSET BEACH COMMUNITY ASSOCIATION, INC.**

A corporation not for profit  
Under the laws of the State of Florida

The following is the Amended and Restated Articles of Incorporation for LAND'S END AT SUNSET BEACH COMMUNITY ASSOCIATION, INC., a not for profit corporation, under Chapter 617, Florida Statutes.

**DEFINITIONS:**

The following Definitions are applicable to the Land's End at Sunset Beach Community Association, Inc. as well as each individual Condominium Association further identified in these Definitions:

A. The individual Condominium Associations are referenced below and will be applicable to the individual Condominium Associations:

(1) Land's End At Sunset Beach Condominium Association, Inc., also referenced as Land's End At Sunset Beach 1 Condominium Association, Inc., referenced as "Condo Assoc. #1";

(2) Land's End At Sunset Beach 2 Condominium Association, Inc., referenced as "Condo Assoc. #2";

(3) Land's End At Sunset Beach 3 Condominium Association, Inc., referenced as "Condo Assoc. #3";

(4) Land's End At Sunset Beach 4 Condominium Association, Inc., referenced as "Condo Assoc. #4"; and

(5) Land's End At Sunset Beach 5 Condominium Association, Inc., referenced as "Condo Assoc. #5."

B. "Articles of Incorporation" mean the Amended and Restated Articles of Incorporation for each of the individual Condominium Associations, as identified above, when applicable, or the Amended and Restated Articles of Incorporation of the Community Association and future amendments.

C. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

D. "Board of Directors" means the board of directors or other representative body responsible for the administration of the Community Association, also referenced as simply the "Board". The Board of Directors for the individual Condominium Associations shall be referenced as the Board of Directors, Community Association.

E. "Bylaws" mean the Amended and Restated Bylaws for each individual Condominium Association, as identified above, when applicable, or the Amended and Restated Bylaws of the Community Association and future amendments.

F. "Common Elements" means that portion of the Condominium Property not included in the Units. Common Elements shall include the tangible personal property required for the maintenance of the Commons Elements and Limited Common Elements. Each individual Condominium Association has its own Common Element it is responsible for within the Condominium and the Community Association is responsible for the remainder of the Property identified on the Survey attached as Exhibit A.

G. "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property, other expenses declared by the Declaration to be Common Expenses for which each individual Condominium Association is responsible for as well as the same that the Community Association is responsible for and any other valid expenses or debts which are assessed against the Unit Owners.

H. "Common Facilities" means those areas available for use within the Development of the individual Condominium areas that include facilities provided for use by Unit Owners, Guests, Invitee, Licensee or Tenant for recreational enjoyment or leisurely use.

I. "Common Surplus" means the excess of all receipts, including but not limited to Assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.

J. "Community Association" means Land's End at Sunset Beach Community Association, Inc., the not for profit Florida corporation responsible for the operation and maintenance of certain improvements to be used by Unit Owners of the individual Condominium Associations.

K. "Condominium Act" means Chapter 718 of the Florida Statutes identified as the Condominium Act as amended from time to time with the amendments being applicable.

L. "Condominium Building" means the structures which comprise that part of the Condominium Property within which the Units are located.

M. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

N. "Condominium Property" means and includes all lands that are subjected hereunder to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the individual Condominium that is identified with or for all individual Condominium Associations if the term is used to reference all the individual Condominium Associations.

O. Development as used herein means the property that makes up Land's End At Sunset Beach Community Association, Inc. and all of the individual Condominium Associations as identified in paragraph A of these definitions.

P. "Declaration" or "Declaration of Condominium" means the Amended and Restated Declaration, as it may from time to time be amended.

Q. "First Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, or agency of the United States Government, which owns or holds a mortgage encumbering a Condominium Parcel. "Mortgagee" also includes Federal National Mortgage Association.

R. "Guest" means any person who is not the Unit Owner or a Tenant or a member of the Owner's or Tenant's family, who physically present on or occupies the Unit on a temporary basis at the expressed or implied invitation of the Unit Owner or other legally permitted Occupant, without the payment of consideration.

S. "Invitee" or "Licensee" means a person or persons expressly or impliedly allowed entry onto the Condominium Property for the purpose of conducting business with, or providing services to, the Unit Owner, the Owner's Unit, or other legally permitted Occupant, or otherwise entering the Condominium Property on a temporary basis at the expressed or implied consent of the Unit Owner, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants.

T. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

U. "Tenant" or "Lessee" means a person, other than the Unit Owner, occupying a Unit pursuant to a written agreement, in which said occupancy involves consideration in the form of payment of money, exchange of goods and services, or other lawful consideration. The term "Tenant" shall be used interchangeably with "Lessee."

V. "Unit" means a part of the Condominium Property which is to be subject to private ownership.

W. "Unit Owner" or "Owner of a Unit" means the Owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of Pinellas County, Florida, whether such Unit Owner is one or more persons, firms, associations, corporations or other legal entities and is also to include the meaning as defined in the Condominium Act.

X. "Utility Service" as used in the Condominium Act, construed with reference, and as the term is used in any Declaration, the Articles and the Bylaws shall include, but not be limited to, electric power, gas, hot and cold water, trash and sewage disposal, and to the extent applicable reclaimed water and recycling services.

Y. "Voting Interests" as defined in the Condominium Act and as the term is used herein means the voting rights distributed to the Unit Owners pursuant to Section 718.103 (31), Florida Statutes.

If there is any dispute as to the definition of a term, the Condominium Act shall govern, and if there is still further need for clarification it shall be resolved by the majority of the applicable Board of Directors, that being the Community Association's Board of Directors.

*Land's End at Sunset Beach Community Association, Inc.  
Amended and Restated Articles of Inc.*

**ARTICLE 1.**  
**Name, Address and Registered Agent**

Name. The name of the corporation shall be LAND'S END AT SUNSET BEACH COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit. For convenience the corporation is referred to as the "Community Association".

**ARTICLE 2.**  
**Purpose**

2.1) Purpose. The Community Association is organized is to provide an entity for the maintenance, operation and management of recreational Units within LAND'S END AT SUNSET BEACH, located in Pinellas County, Florida in the City of Treasure Island, which includes the individual condominium associations identified in the above Definitions and which Property is identified on **Exhibit A** attached hereto.

2.2) Distribution of Income. The Community Association shall make no distribution of income to and no dividend shall be paid to directors or officers.

2.3) No Shares of Stock. The Community Association shall not have or issue shares of stock.

**ARTICLE 3.**  
**Powers**

3.1) Exercise of Powers. The Community Association shall have the right to exercise and enjoy all the powers of a not for profit corporation and those powers and duties as described within the Amended and Restated Bylaws hereinafter referenced as the "Bylaws" of the Community Association.

3.2) Assets Held in Trust. All funds and properties acquired by the Community Association and the proceeds thereof shall be held in trust for the members in accordance with the Bylaws of the Community Association.

**ARTICLE 4.**  
**Unit Owners**

4.1) Unit Owners. The term Unit Owners is a defined term to be used in place of the term Member. The Unit Owners of the Community Association shall consist of all the recorded Owners of Units in the Development from time to time.

4.2) Change of Unit Ownership. A change of Unit Ownership in the Community Association, shall be established by the recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing a change of record title to a Unit and the delivery to the Community Association of a recorded copy of such instrument. The Owner designated by such instrument thereby automatically is identified as the Unit Owner with all rights and obligations of the Community Association and the rights and entitlements of prior owner is terminated.

4.3) Limitation on Transfer of Shares of Assets. The share of a Unit Owner in the funds and assets of the Community Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit.

4.4) Voting. Each Unit shall be entitled to one vote. The manner of exercising voting rights shall be determined by the Bylaws of the Community Association.

#### ARTICLE 5.

##### Directors

5.1) Board of Directors and Election of Directors. The affairs of the Community Association shall be managed by the Board of Directors as described in the Bylaws.

#### ARTICLE 6.

##### Officers

Officers. The daily affairs of the Community Association shall be administered by a President, one (1) or more Vice President(s), a Secretary and a Treasurer and such other officers as may be designated in the Bylaws of the Community Association. The officers shall be elected by the Board of Directors of the Community Association at its meeting which shall follow the annual meeting of the Unit owners as further described in the Bylaws and shall serve at the pleasure of the Board of Directors of the Community Association.

#### ARTICLE 7.

##### Indemnification

7.1) Indemnity. The Community Association shall indemnify any Officer, Director, Committee Member or any Volunteer appointed by the Board of Directors who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, Committee Member or Volunteer appointed by the Board of Directors of the Community Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, lawsuit, or proceeding unless (1) 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 Community Association, and, with respect to any

criminal action or proceeding, that he had reasonable cause to believe his or her conduct was unlawful, and (2) the court also determines specifically that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction, or on 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 that he reasonably believed to be in or not opposed to the best interest of the Community Association, and with respect to any criminal action or proceedings, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the membership of the Community Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, Committee Members and any Volunteer appointed by the Board of Directors, as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Community Association.

7.2) Advances. Reasonable expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Community Association in advance of the final disposition of the action, lawsuit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, Committee Member or Volunteer appointed by the Board of Directors of the Community Association to repay the amount if it shall ultimately be determined that he is not entitled to be indemnified by the Community Association as authorized by this Section. However, if the Board of Directors of the Community Association by majority vote, determines that the person seeking advancement 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 Community Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Community Association shall not be obligated to pay for any expenses incurred before the final disposition of the subject action.

7.3) 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 Unit Owners, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, Committee Member or Volunteer appointed by the Board of Directors of the Community Association and shall inure to the benefit of the heirs and personal representatives of such person.

7.4) Insurance. The Community Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member or Volunteer appointed by the Board of Directors of the Community Association, employee, or agent of the Community Association.

## **ARTICLE 8.**

### **Amendments**

#### **8.1) Amendments.**

Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended unless too cumbersome to do so. New words shall be underlined and words to be deleted shall be struck through. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER \_\_\_\_\_ FOR PRESENT TEXT." Alternatively, the Community Association may decide to present Amended and Restated Articles of Incorporation which will be designated as such.

8.2 Proposal of Amendments. An amendment may be proposed by the President of the Community Association, a majority of the Directors, or by thirty percent (30%) of the entire Voting Interests of the Unit Owners.

8.3 Notice. Written notice setting forth the proposed amendment or the changes shall be included in the notice of meeting, at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

8.4 Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a written affirmation of the vote of a majority of the entire Voting Interests of the Association. Said resolution to be adopted by those voting (in person or by proxy) at a duly noticed meeting, or by the written agreement of a majority of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents or Community Association Documents may be executed by the Officers of the Community Association, upon a majority of Board of Directors' approval, without need for Community Association Unit Owners to vote.

8.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Public Records of Pinellas County, Florida according to law and filed with the Secretary of State, if required, and thereafter distributed to the Unit Owner which can be accomplished by mail, hand delivery or email.

## ARTICLE 9.

### Term

9.1) Term. The term of the Community Association shall be perpetual unless the corporation shall be dissolved in accordance with the laws of the State of Florida.



Adopted: 11-3, 2023

WITNESSES:

LAND'S END AT SUNSET BEACH  
COMMUNITY ASSOCIATION, INC.

Signature: [Signature]  
Printed Name: GREG ANDERSON  
Date: 11-3-23

Signature: [Signature]  
Printed Name: GREG I WICKHAM  
Title: President  
Date: 11/3/23

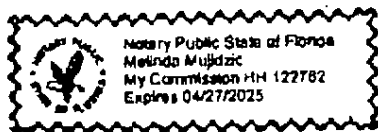
Signature: [Signature]  
Printed Name: Heather Seife  
Date: 11/3/23

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing document was acknowledged before me by means of [ ] physical presence or [ ] online notarization, on November 3rd, 2023, by Greg Wickham, as President of Land's End at Sunset Beach Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. Such individual is [ ] personally known to me or [ ] has produced Driver's license as identification.

Sworn to before me on November 3rd, 2023 (date).



[Signature]  
Notary Public Signature  
Printed Name of Notary: Melinda Mujdzic  
My Commission Expires: 04/27/2025

[Signatures continue on following page]

WITNESSES:

LAND'S END AT SUNSET BEACH  
COMMUNITY ASSOCIATION, INC.

Signature: [Signature]  
Printed Name: GERALD ANDERSON  
Date: 11-3-23

Signature: [Signature]  
Printed Name: JOANNE I. HESSNEY  
Title: Secretary  
Date: 11/03/23

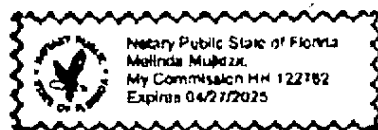
Signature: [Signature]  
Printed Name: Heather Sella  
Date: 11/3/23

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing document was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on November 3rd, 2023, by Joanne Hessney, as Secretary of Land's End at Sunset Beach Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. Such individual is ☐ personally known to me or ☐ has produced Driver's license as identification.

Sworn to before me on November 3rd, 2023 (date).



[Signature]  
Notary Public Signature  
Printed Name of Notary: Melinda Mujdzic  
My Commission Expires: 04/27/2025

# Exhibit A

