

763118

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900277030669

09/16/15--01009--011 **35.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2015 SEP 18 AM 9:27

Amended/Restated

SEP 21 2015

I ALBRITTON

DANIEL J. LOBECK
MARK A. HANSON*

MICHELLE A. STELLACI
DAVID J. FREDERICKS
LEAH E. ELLINGTON

2033 MAIN STREET, SUITE 403
SARASOTA, FL 34237
(941) 955-5622
FAX (941) 951-1469

E-MAIL law@lobeckhanson.com
INTERNET www.lobeckhanson.com

THE LAW OFFICES OF
LOBECK & HANSON

PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS

CIVIL LITIGATION

PERSONAL INJURY

FAMILY LAW

LAND USE LAW

ESTATES AND TRUSTS

September 11, 2015

*FLA. SUPR. CT. CERTIFIED MEDIATOR

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

Re: Certificate of Amendment
The Hammocks Condominium Association, Section III, Inc.

To Whom It May Concern:

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/pft
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)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2015 SEP 18 AM 9:27

CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
THE HAMMOCKS CONDOMINIUM ASSOCIATION, SECTION III, INC.**

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved and adopted at the Annual Meeting of the Membership of THE HAMMOCKS CONDOMINIUM ASSOCIATION, SECTION III, INC. held on February 19, 2015, by the affirmative vote of not less than 80% of the unit owners, which is sufficient for adoption pursuant to Article 9 of the Articles of Incorporation of the Association.

DATED this 24th day of August, 2015.

Signed, sealed and delivered
in the presence of:

THE HAMMOCKS CONDOMINIUM
ASSOCIATION, SECTION III, INC.

sign:

print:

sign:

print:

sign:

print:

sign:

print:

By:

By:

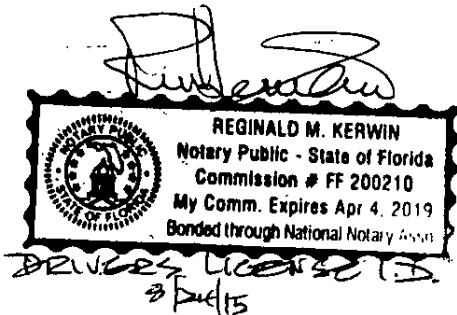
Sergio Sanchez, President

David Wagner, Secretary

(Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21st day of August, 2015, by Sergio Sanchez as President of The Hammocks Condominium Association, Section III, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

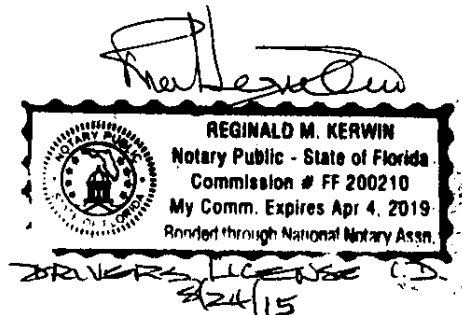
sign _____

print _____

My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21st day of August, 2015, by David Wagner as Secretary of The Hammocks Condominium Association, Section III, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign _____

print _____

State of Florida at Large (Seal)

My Commission expires:

Prepared by: Leah E. Ellington, Esq.
2033 Main Street, Suite 403
Sarasota, FL 34237

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)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2015 SEP 18 AM 9:27

AMENDED AND RESTATED

ARTICLES OF INCORPORATION OF THE HAMMOCKS CONDOMINIUM ASSOCIATION, SECTION III, INC.

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

ARTICLE 1. NAME OF CORPORATION AND PRINCIPAL OFFICE

The name of the corporation shall be THE HAMMOCKS CONDOMINIUM ASSOCIATION, SECTION III, INC. (herein, "the Association"). The principal office of the Association shall be located at 2477 Stickney Point Rd., 118A, Sarasota, Florida 34231. The Association Board of Directors may change the location of the principal office of the Association from time to time.

ARTICLE 2. PURPOSE

The general purpose of the Association shall be as follows: to be the "Association" as defined in Chapter 718, Florida Statutes (herein, the "Condominium Act") for the operation of a condominium in Sarasota County, Florida known as THE HAMMOCKS, A CONDOMINIUM, SECTION III (herein, "the Condominium"). The Association shall also operate and administer said Condominium and carry out the functions and duties of said Condominium, as set forth in the Declaration of Condominium establishing said Condominium and Exhibits annexed thereto. The Association shall not be operated for profit.

ARTICLE 3. DEFINITIONS

The terms used herein shall have the same definitions as stated in the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), 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 Association's Board of Directors shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

ARTICLE 4. POWERS

4.1 GENERAL 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 Florida Condominium Act (Chapter 718, Florida Statutes), 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.

4.2 SPECIFIC POWERS. The specific powers of the Association shall include but not be limited to the following:

A. To make and collect Assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, and to make such other Special Assessments against Unit Owners as the Declaration of Condominium shall provide, and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration of Condominium.

B. To use the proceeds of the Assessments in the exercise of its powers and duties, and as provided in the Declaration of Condominium, including but not limited to encouraging social gatherings among its members by paying, in whole or in part, for amenities such as food, beverages, entertainment, etc.

C. To maintain, repair, replace, and operate the Condominium property and the Association property.

D. To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.

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

F. To make, establish and enforce reasonable rules respecting the use and occupancy of the Units and common elements of the Condominium and the Association property; provided, however, that no such rule or amendment shall conflict in any regard with the rights of Unit Owners provided in the Declaration of Condominium or in the Condominium Act.

G. To perform such functions as may be specified in the Declaration of Condominium and the Bylaws.

H. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Association Bylaws

and the rules of the Association and to negotiate and settle all threatened or pending disputes, claims or lawsuits.

I. To contract for the management and maintenance of the condominium property, Association property, 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 restrictions of the Association, except such as are specifically required by the Declaration of Condominium or a management contract to have the approval of the Board of Directors or the membership of the Association.

J. To employ personnel to perform the services required for proper operation of the Condominium and Association property.

K. To acquire and enter into agreements acquiring leaseholds, memberships, easements or other possessory or use interests in land or facilities including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners.

L. To acquire by purchase or otherwise and to sell, mortgage and lease parcels of the Condominium, subject nevertheless to the provisions of the Declaration of Condominium and Bylaws relative thereto.

M. In the event of an emergency as defined in the Bylaws, the Board of Directors may exercise the emergency powers described therein, and any other powers authorized by sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time.

N. To maintain, repair and replace the common elements as same are defined in the Declaration of Condominium.

O. To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.

ARTICLE 5. MEMBERS AND VOTING RIGHTS

5.1 MEMBERSHIP AND VOTING RIGHTS. The members of the Association shall consist of all of the record owners of Units in the Condominium. Such membership shall automatically terminate when such person is no longer an owner of a Unit in the Condominium. Each Condominium Unit shall be entitled to one (1) vote at Association membership meetings, regardless of the number of Unit Owners. The manner of exercising voting rights shall be

determined by the Association Bylaws. If the Association acquires title to a Condominium Unit, the Association Board of Directors shall cast the vote conferred upon that Unit until it is sold by the Association.

5.2 CHANGE OF MEMBERSHIP. After receiving the written approval of the Association Board of Directors as required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a Deed or other instrument establishing title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The Board may, in its sole discretion, require a certified copy of a Deed or other instrument to be provided to it. The Unit Owner designated by such instrument thus automatically and immediately becomes a member of the Association and the membership of the prior Unit Owner is terminated simultaneously.

ARTICLE 6. INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its members, except as reimbursement for services rendered to the Association. The Association shall not issue shares of stock to its members. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's Unit.

ARTICLE 7. TERM

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

ARTICLE 8. BOARD OF DIRECTORS

The affairs and operation of the Association shall be managed by a governing board called the Board of Directors. The Bylaws shall provide for the number, election, removal, qualification and resignation of the Directors and for filling vacancies on the Board.

ARTICLE 9. BYLAWS

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

ARTICLE 10. AMENDMENTS

These Articles of Incorporation may be amended in the following manner:

10.1 NOTICE. The text of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is considered.

10.2 PROPOSAL AND ADOPTION. An amendment may be proposed either by the Board of Directors or by not less than twenty percent (20%) of the members of the Association. Except as elsewhere provided, such approvals must be by not less than seventy-five percent (75%) of the membership and by not less than seventy-five percent (75%) of the Association Board of Directors. Alternatively, an amendment may be approved by not less than eighty percent (80%) of the Unit Owners.

10.3 LIMITATION ON AMENDMENTS. No amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members. No amendment shall be made which conflicts with the Condominium Act or the Declaration of Condominium.

10.4 CERTIFICATION. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Articles of Incorporation, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Association with the formalities of a deed. An amendment to these Articles of Incorporation shall become effective upon filing with the Florida Secretary of State and recording a copy along with a Certificate of Amendment in the Public Records of Sarasota County, Florida.

ARTICLE 11. INDEMNIFICATION

11.1 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.

11.2 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 11.1 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.

11.3 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 11, or as otherwise permitted by law.

11.4 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.

11.5 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 11 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 12. REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be 2477 Stickney Point Road, 118A, Sarasota, Florida 34231, and the registered agent of the Association at that office shall be Argus Property Management, Inc. The Board may change the registered office and registered agent from time to time as permitted by law.