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AUG 21 2014

T. CARTER

Amended + Restated

DANIEL J. LOBECK
MARK A. HANSON*

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THE LAW OFFICES OF
LOBECK & HANSON

PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS

CIVIL LITIGATION

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ESTATES AND TRUSTS

*FLA. SUPR. CT. CERTIFIED MEDIATOR

August 8, 2014

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

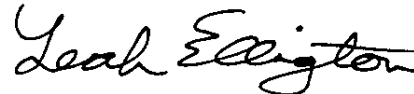
Re: Certificate of Amendment
Sandpiper Resort Co-Op, Inc.

To whom it may concern:

Please find enclosed an original Certificate of Amendment and attached Amended and Restated 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.

Very truly yours,



Leah E. Ellington

LEE/pft
Enclosure

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

14 AUG 11 PM 2:21

CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF SANDPIPER RESORT CO-OP, INC.**

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved and adopted at a Meeting of the Membership held on January 27, 2014 by not less than a majority of the membership of the corporation, which such approval is sufficient for adoption under Article XII of the Articles of Incorporation.

DATED this 24 day of July, 2014.

Witnesses:

SANDPIPER RESORT CO-OP, INC.

sign Tracy Moon

By:

[Signature]
Mike Broussard, President

print Tracy Moon

sign Brian D. Hartsell

print BRIAN D. HARTSELL

Witnesses:

sign Tracy Moon

Attest:

Marie Petersen

Marie Petersen, Secretary

print Tracy Moon

sign Steven A. Cicero

print Steven A. Cicero

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 11 day of July, 2014, by Mike Broussard, as President of Sandpiper Resort, Inc., on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign

Tracy Moon

print

Tracy Moon

State of Florida at Large (Seal)

My Commission expires:



STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 24 day of July, 2014, by Marie Petersen, as Secretary of Sandpiper Resort Co-Inc., on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

Tracy Moon

print

Tracy Moon

State of Florida at Large (Seal)

My Commission expires:

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

14 AUG 11 PM 2:21

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

SANDPIPER RESORT CO-OP, INC.

The owners of proprietary leases (herein, "the Members") in SANDPIPER RESORT CO-OP (herein, "the Cooperative"), located in Manatee County, Florida by these Articles of Incorporation associate themselves as a corporation not for profit, under Chapter 617, Florida Statutes, as amended, as a Cooperative Association under Chapter 719, Florida Statutes, as amended (collectively herein, "the Acts"). The original Articles of Incorporation were filed with the Secretary of State on February 26, 2003. The document number of the corporation is N03000001705.

**ARTICLE 1.
NAME**

The name of the Corporation shall be SANDPIPER RESORT CO-OP, INC. (herein, "the Corporation").

**ARTICLE 2.
DURATION/DISSOLUTION**

This Corporation shall have perpetual existence, effective upon filing these Articles of Incorporation.; however, if the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility, and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association. This Corporation may only be dissolved with the written consent of not less than two-thirds (2/3) of the votes of the Members entitled to vote. Upon dissolution of this Corporation, other than incident to a merger or consolidation, and after the discharge of all Corporation obligations, fees and indebtedness, the remaining assets of the Corporation, except as otherwise provided herein may be distributed pursuant to a formal plan of distribution created pursuant to a formal resolution adopted as required by Chapter 617, Florida Statutes, as amended from time to time. Such plan of distribution shall include, but not limited to the following: (a) each Shareholder shall receive the then-current value of their respective membership certificates with any excess distributed equally for each Membership Certificate; or (b) if there are insufficient funds remaining for each Shareholder to receive the then-current value of their Share, then each Shareholder shall receive a pro-rata share of the remaining assets.

ARTICLE 3. PURPOSE

The purpose for which the Corporation is organized is to provide an entity pursuant to Chapter 719, Florida Statutes (herein, "the Cooperative Act"), for the operation of SANDPIPER RESORT CO-OP pursuant to Chapter 719, Florida Statutes.

ARTICLE 4. POWERS

The powers of the Corporation shall include and be governed by the following provisions:

(A) COMMON LAW AND STATUTORY POWERS. The Corporation shall have all the common law and statutory powers of a corporation not for profit not in conflict with these Articles of Incorporation or the Cooperative Act.

(B) SPECIFIC POWERS. The Corporation shall have all the powers and duties set forth in the Cooperative Act and the Bylaws of the Corporation, if not inconsistent with the Cooperative Act, as it may be amended from time to time, including but not limited to, the following:

(1) To promote the health, safety and general welfare of the residents of the Cooperative;

(2) Fix, levy, collect and enforce payment by any lawful means all charges or assessments, rents, maintenance fees, membership fees and liens, if any, relating to ownership of the Cooperative, and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Corporation, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Corporation;

(3) Acquire, either by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property in connection with the affairs of this Corporation;

(4) To use the proceeds of assessments in the exercise of its powers and duties;

(3) To purchase insurance upon the Cooperative property and insurance for the protection of the Corporation and its Members;

(5) To reconstruct improvements after casualty and further improve the property owned by the Corporation;

(6) To make and amend reasonable rules regarding the use and occupancy of the lots and dwellings thereon and common elements of the Cooperative; provided, however, that no such rule or amendment shall conflict in any regard with the rights of Members provided in the Cooperative Act or the Bylaws of the Corporation;

(7) To approve or disapprove the transfer, mortgage and ownership of lots;

(8) To enforce by legal means the provisions of the Cooperative Act, these Articles, the Bylaws of the Corporation and the Rules and Regulations of the Corporation;

(9) To contract for operation, management and maintenance of the Cooperative Property (which such property shall include the surface water management facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas) and to authorize a management agent to assist the Corporation 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 Regulations, promulgation of rules and execution of contracts on behalf of the Corporation;

(10) To employ personnel to perform the services required for proper operation of the Cooperative;

(11) To participate in mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the Members entitled to vote;

(12) To maintain, repair, replace and operate the property owned by the Corporation;

(13) To borrow money, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(14) To dedicate, sell or transfer in fee simple all or any part of this Corporation's property to any public bodies or governmental agencies or authorities or public or private utility companies;

(15) To grant easements as to any Common Areas to public and private utility companies and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the property owned by the Corporation and the providing of utility, drainage and other services thereto;

(16) The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of these Articles and the Bylaws; and

(17) The Corporation has the power to operate the Cooperative on behalf of the Members and tenants under Section 723, Florida Statutes; to engage in activities which are necessary, suitable or convenient for the accomplishment of that purpose, or which are incidental thereto or connected therewith.

ARTICLE 5. MEMBERSHIP

(A) The Corporation shall be organized on a nonstock basis and shall issue membership certificates ("Membership Certificates") instead of shares of stock. One hundred twenty (120) Membership Certificates are authorized to be issued.

(B) Every person or entity who has met the qualifications of the Cooperative and has entered into an occupancy agreement ("Occupancy Agreement") with the Corporation for a lot/unit in the mobile home Cooperative ("Unit") and who has purchased a Membership Certificate in the Corporation as specifically provided for in the Bylaws shall be a member ("Member") of this Corporation. The foregoing is not intended to include persons or entities who hold an interest in a Membership Certificate merely as security for the performance of an obligation. Ownership of a Membership Certificate and an Occupancy Agreement, as referred to above, shall be the sole qualifications for membership. When any such Occupancy Agreement is owned of record by two (2) or more persons or other legal entity and such persons also own a Membership Certificate, all such persons or entities shall be considered collectively as a sole Member and shall be entitled to only one (1) collective vote. An occupant of more than one (1) Unit shall be entitled to one (1) membership for each Unit and shall be entitled to only one (1) vote for each membership. Membership shall be appurtenant to and may not be separated from the Occupancy Agreement and Membership Certificate and may be transferred only by the conveyance or other transfer of that Occupancy Agreement and Membership Certificate pursuant to and as determined by the Bylaws.

(C) Change of membership in the Corporation shall be established by the issuance of a new Membership Certificate in the Corporation and the issuance of a new or transfer of an existing Occupancy Agreement. The actual Membership Certificate is an essential instrument to a transfer. In order for a transfer to be valid, the transferring Member must produce the Membership Certificate (or post bond if the Membership Certificate is lost or destroyed) and have it transferred on the books of the Corporation. The Corporation, at its sole discretion, may accept an affidavit from the Member, properly witnessed and notarized, to the effect that after diligent search the Member is unable to locate the Membership Certificate and that there are no existing liens or encumbrances on the Certificate. The owner of such Membership Certificate thus becomes a Member of the Corporation and the membership of the prior owner is terminated.

(D) The membership of a Member, and the interest of a Member in the funds and assets of the Corporation, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Occupancy Agreement and Membership Certificate.

(E) The owner of each Membership Certificate shall be entitled to one (1) vote as a Member of the Corporation. The manner of exercising voting rights shall be determined by the Bylaws of the Corporation.

ARTICLE 6. DIRECTORS

(A) BOARD OF DIRECTORS. The affairs of the Corporation shall be managed by the Board, consisting of the number of Directors determined by the Bylaws, but not less than five (5) Directors. In the absence of such determination, the Board shall consist of five (5) Directors all of whom shall be Members of the Corporation.

(B) ELECTION OF DIRECTORS. Directors of the Corporation shall be elected at the annual meetings of the Members, in the manner provided by the Bylaws.

(C) REMOVAL OF DIRECTORS. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE 7. OFFICERS

The affairs of the Corporation shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Corporation and shall serve at the pleasure of the Board of Directors.

ARTICLE 8. BYLAWS

The Bylaws of the Corporation may be amended in the manner provided in the Bylaws.

ARTICLE 9. AMENDMENTS

(A) AMENDMENTS. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(1) The text of a proposed amendment shall be included in or with the notice of the meeting at which a proposed amendment is considered.

(2) An amendment may be proposed either by the Board of Directors or by the Members who call a special meeting of the Corporation in the manner provided in the Bylaws. Except as elsewhere provided, such approvals must be not less than a majority of the entire Membership.

(B) LIMITATION ON AMENDMENTS. No amendment shall be made which is in conflict with the Cooperative Act or the Proprietary Lease.

(C) CERTIFICATION. A copy of each amendment shall be certified by the Secretary of State and shall be recorded in the Public Records of Manatee County, Florida.

ARTICLE 10. INCORPORATOR

The name and address of the subscriber of these Articles of Incorporation is as follows:

David S. Bernstein, Esq.
Ruden, McClosky, et al., P.A.
150 Second Avenue North 17th Floor
St. Petersburg, Florida 33701

ARTICLE 11. REGISTERED OFFICE AND AGENT

The registered office of the Corporation, until otherwise determined by the Board of Directors, shall be 2033 Main Street, Suite 403, Sarasota, Florida and the registered agent of the Corporation at that office shall be The Law Offices of Lobeck and Hanson, P.A.

ARTICLE 12. PRINCIPAL OFFICE

The principal office of the Corporation shall be, until otherwise determined by the Board of Directors, 2601 Gulf Drive N., #400, Bradenton Beach, FL 34217.

ARTICLE 13. INFORMAL MEMBER ACTION

The holders of not less than a majority of the issued and outstanding Membership Certificates of the Corporation may act by written agreement without a meeting, as provided in Section 671.0701, Florida Statutes, and the Bylaws.

ARTICLE 14. INDEMNIFICATION

(A) INDEMNIFICATION. The Corporation 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 or officer of the Corporation, 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 not in or opposed to the best interest of the Corporation, 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 not in or opposed to the best interest of the Corporation, 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 and Directors as permitted by Florida law.

(B) EXPENSES. To the extent that a Director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article 15.1 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.

(C) ADVANCES. Expenses incurred in defending a civil or criminal action, suit or administrative proceeding may be paid by the Corporation 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 or officer to repay such amount unless it shall ultimately be determined that the person is not entitled to be indemnified by the Corporation as authorized in this Article 15, or as otherwise permitted by law.

(D) 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 Bylaw, agreement, or otherwise, and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs and personal representatives of such person.