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Amended
&
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DANIEL J. LOBECK
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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

April 9, 2018

**FLA. SUPR. CT. CERTIFIED MEDIATOR*

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

Re: Certificate of Amendment
Sands of Sarasota Condominium Association, Inc.

To Whom It May Concern:

Please find enclosed an original Certificate of Amendment and attached Amendments 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

CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
THE SANDS OF SARASOTA CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved at a meeting of the membership held on March 14, 2018, by the affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Association, which is sufficient for adoption under Article XV of the Association Articles of Incorporation.

DATED this 6 day of April, 2018.

Witnesses:

sign [Signature]
print Michael D. Lester

sign Lynn Daigler
print Lynn Daigler

Witnesses:

sign [Signature]
print Michael D. Lester
sign Lynn Daigler
print Lynn Daigler

THE SANDS OF SARASOTA CONDOMINIUM
ASSOCIATION, INC.

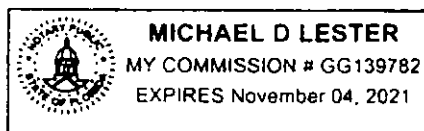
By: [Signature]
Richard D. Pyle, President

Attest: [Signature]
Lynette D. O'Hara, Secretary

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STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of April, 2018, by Richard D. Pyle as President of The Sands Of Sarasota Condominium Association, Inc., on behalf of the corporation. He is personally known to me or has produced FL driver license as identification.

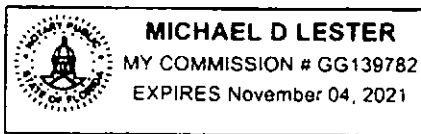


NOTARY PUBLIC
sign [Signature]
print Michael D. Lester
State of Florida at Large (Seal)

My Commission expires: Nov 4, 2021

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of April, 2018, by Lynette D. O'Hara as Secretary of The Sands Of Sarasota Condominium Association, Inc., on behalf of the corporation. She is personally known to me or has produced Maine driver lic. as identification.



NOTARY PUBLIC

sign

Michael D. Lester

print

Michael D. Lester

State of Florida at Large (Seal)

My Commission expires: Nov 4, 2021

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
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SARASOTA, FLORIDA

AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
THE SANDS OF SARASOTA CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE 1.
NAME OF CORPORATION AND PRINCIPAL OFFICE**

The name of the corporation shall be THE SANDS OF SARASOTA CONDOMINIUM ASSOCIATION, INC. (herein "the Association"). The principal office of the Association shall be located at 221 Bayshore Road, Nokomis, Florida 34275. 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 general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium known as SANDS OF SARASOTA, A CONDOMINIUM (herein "the Condominium"), located in the County of Sarasota, State of Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and Chapter 718, Florida Statutes, as amended from time to time (herein "the Condominium Act"). 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 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 in the Declaration 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

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 Condominium Act, the Declaration, 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 Association may enter into Lease agreements and may acquire and enter into agreements acquiring leaseholds, memberships and other possessory or use interests for terms up to and including ninety-nine (99) years, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Members; including but not limited to Lease of recreation areas and facilities. The Association may contract for the management and maintenance of the Condominium 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 maintenance, repair and replacement of the Common Elements with such funds shall be made available by the Association for such purposes. The Association may operate and maintain the Surface Water Management System facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association may contract for and acquire one or more Condominium Units within the Condominium(s) it operates, for such purposes that are not in conflict with the Declaration, these Articles of Incorporation or the Bylaws, including for the purposes of providing a Unit(s) for the manager(s) of the Condominium(s) which the Association operates, which shall include the power to assume or grant a mortgage encumbering the Unit(s) acquired by the Association. The Association may obtain loans for purposes of meeting the financial needs of running the Condominium it operates, and as security therefore, mortgage Association Property or pledge the income from Assessments collected from Unit Owners. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

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 Owners. In the event of a joint ownership of a

Condominium Unit, the vote to which that Unit is entitled shall be apportioned among the Owners as their interest may appear, or may be exercised by one of such joint Owners by the remainder of the joint Owners filing a Voting certificate with the Secretary of the Association; provided however, if the joint ownership is between husband and wife, either may cast the entire vote for the Unit unless the other objects.

In the event a Unit is owned by a legal entity other than a natural person, the officer, Directors, or other official so designated by such legal entity shall exercise its membership rights.

5.2 CHANGE OF MEMBERSHIP. 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. However, 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 the Declaration.

ARTICLE 6. INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its Members, except as compensation for services rendered in accordance with the Bylaws.

ARTICLE 7. TERM

The Association shall exist perpetually unless dissolved according to law. 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 if not accepted, then the Surface Water Management System facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE 8. BOARD OF DIRECTORS

The business of the Association shall be conducted by a Board of Directors which shall consist of five (5) members, in accordance with the Bylaws. The method of election of Directors is stated in the Bylaws.

ARTICLE 9. BYLAWS

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

ARTICLE 10. AMENDMENTS

The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all Members of the Association. Any amendment material to the rights of a first mortgagee shall be joined and consented to by said holder of a first mortgage lien on Units subject to Assessment by the Association.

ARTICLE 11. INDEMNIFICATION OF OFFICERS AND DIRECTORS

11.1 INDEMNITY. The Association shall indemnify any person who was or is a party of, 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 such person is or was a Director, subscriber, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that such person did not act in good faith, nor in a manner such person 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 such person had reasonable cause to believe their conduct was unlawful, and (ii) 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 which he/she 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.

11.2 EXPENSES. To the extent that a Director, subscriber, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

11.3 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 proceedings upon receipt of an undertaking by or on behalf of the affected Director, subscriber, officer, employee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Association as authorized in this Article 11.

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 Bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a Director, subscriber, 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 on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Director, subscriber, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her 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 Article.

11.6 AMENDMENT. Anything to the contrary herein notwithstanding, the provisions of this Article 11 may not be amended without the prior written consent of Seventy-five Percent (75%) of the voting interests of the Members.

ARTICLE 12. REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be 221 Bayshore Road, Nokomis, Florida 34275, and the registered agent at such address will be Richard D. Pyle. The Board may change the registered agent and office from time to time as permitted by law.