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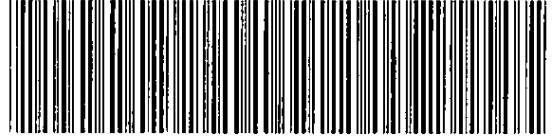
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July 5, 2023

Department of State  
Division of Corporations  
Corporate Filings  
P.O. Box 6327  
Tallahassee, FL 32314

**Re: Articles of Amendment for Outlook Cove Condominium Association, Inc.**

To Whom It May Concern:

Please find enclosed herewith: 1. Articles of Amendment to Articles of Incorporation, 2. Check no. 2334 in the amount of \$35.00 which represents payment in full of the filing fees.

Please feel free to contact our office should you have any questions.

Respectfully submitted,

A handwritten signature in black ink that reads 'A. Carter'.

AnnaDanielle Carter, JD

Enclosures (as stated)

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
OUTLOOK COVE CONDOMINIUM ASSOCIATION, INC.  
A FLORIDA NON-PROFIT CORPORATION**

**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION – SEE CURRENT ARTICLES OF  
INCORPORATION FOR CURRENT TEXT**

**Preamble**

These are the Amended and Restated Articles of Incorporation for Outlook Cove Condominium Association, Inc., originally filed with the Florida Department of State on October 24, 2006, under Charter Number N06000011085. Amendments included have been added pursuant to the Florida Not For Profit Corporation Act, Chapter 617, Florida Statutes.

**ARTICLE I  
Name and Address**

The name of the corporation is OUTLOOK COVE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association." The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

**ARTICLE II  
Purpose**

The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act (the "Act"), Chapter 718, Florida Statutes, for the operation of that certain Condominium located in Charlotte County, Florida, and known as \_Outlook Cove (the "Condominium").

**ARTICLE III  
Powers**

The Association shall have the following powers:

1. **General.** All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of the Declaration, these Articles, including, but not limited to, all of the powers of a corporation under Chapters 617 and 718, Florida Statutes.
2. **Enumeration.** The Association shall have all the powers set forth in the Act, except as limited by the Declaration, these Articles, and the Bylaws, and all of the powers reasonably necessary to operate the Condominium including but not limited to the following:

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m. To sue and be sued.

n. To operate and maintain the Surface Water Management System Facilities, as permitted by the Southwest Florida Water Management District, including, but not limited to, all inlets, ditches, swales, culverts, water control structures, ponds, lakes, retention and detention areas, floodplain compensation areas and wetland mitigation areas.

o. To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

p. To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of the Units as may be provided in the Declaration.

q. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and other applicable laws, and the policies of the Association.

r. To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, special Assessments, or income or rights.

s. All other powers necessary to effectuate the purposes for which the Association is organized.

3. **Condominium Property.** All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Act, Declaration, these Articles, and the Bylaws.

4. **Distribution of Income.** The Association shall make no distribution of income to its Members, Directors, or Officers. This provision shall not apply to the distribution of insurance proceeds as provided in the Declaration, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declaration and the Act, nor reimbursement for expenses as may be authorized by the Board.

5. **Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles, the Bylaws, and the Act.

#### **ARTICLE IV Members**

1. **Members.** The record owner of any unit in the Condominium shall be a member of the Association, and after termination of the Condominium, shall consist of those who were members at the time of the termination and their successors and assigns.

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2. **Transfer of Membership.** If transfer of a unit has occurred without approval of the Association, and if in contravention of the provisions of the Declaration, the Association need not recognize a record owner as the "member," unless the Association chooses to ratify or waive its objection to the transfer of title.

3. **Assignment.** The share of a member in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit associated with the membership of the member, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such unit.

4. **Members Voting Rights.** The total number of members' votes shall be equal to the total number of units within the Condominium from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each unit. Each member shall have the number of votes equal to the number of units within the Condominium owned by the member at the time of such vote. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida law shall not be entitled to cast the vote assigned to the Unit for which the suspension was levied during the period of suspension, and such Voting Interests shall be subtracted from the required number of votes when calculating any required vote or quorum for the period during which such suspension exists.

5. **Members Meetings.** The Bylaws shall provide for an annual meeting of the members of the Association and may make provision for regular and special meetings of the members other than the annual meeting.

## **ARTICLE V**

### **Directors**

1. **Number of Directors.** The affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) directors.

2. **Election of Directors.** The directors of the Association shall be elected by the members in accordance with the Bylaws.

3. **Powers and Duties.** All of the duties and powers of the Association existing under the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

4. **Removal and Vacancies.** Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

## **ARTICLE VI**

### **Officers**

The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office or officers, for the filling of vacancies, and for the duties of the officers.

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**ARTICLE VII**  
**Indemnification**

1. **Indemnity.** The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit, or proceeding, 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 attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, 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 or she did not act in good faith or in a manner he or 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, that he or she had reasonable cause to believe his or her conduct was unlawful, and (2) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding 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 failed to act in good faith and in a manner that he or 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 or her conduct was unlawful. It is the intent of the membership of the Association, 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. 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 Association.

2. **Defense.** 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 VII, Section 1. above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

3. **Advances.** Reasonable 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 proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article VII. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he or 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, that he or she had reasonable cause to believe his or her conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred before the final disposition of the subject action.

4. **Miscellaneous.** The indemnification provided by this Article VII 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, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

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, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him or her against such liability under the provisions of this Article.

#### **ARTICLE VIII Bylaws**

The Bylaws may be altered, amended or rescinded in the manner provided by the Bylaws.

#### **ARTICLE IX Amendments**

Amendments to these Articles shall be proposed and adopted in the following manner:

1. **Proposal of Amendments.** An amendment may be proposed by the President of the Association, the Directors, or by 25% of the entire Voting Interests.

1. **Proposed Amendment Format.** Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. 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."

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

4 **Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

5. **Effective Date.** An amendment when adopted shall become effective after being recorded in the Public Records of Charlotte County, Florida according to law and filed with the Secretary of State according to law.

#### **ARTICLE X Term**

The Association shall have perpetual existing, unless sooner terminated as set forth in the Declaration. In the event the Association is terminated as provided in the Declaration, the surface water management system facilities and related dedicated property and corresponding infrastructure will be

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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 similar nonprofit organization or entity to assure continued maintenance and operation.

#### **ARTICLE XI Dissolution**

The Association may be dissolved upon termination of the Condominium as provided in the Declaration.

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ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION

Pursuant to the provisions of Section 617.1007, Florida Statutes, the undersigned corporation adopts the following amendments to its Articles of Incorporation.

- A. The name of the corporation is Outlook Cove Condominium Association, Inc., Inc.
- B. The attached amendments to the Articles of Incorporation were adopted by the membership.
- C. The attached amendments to the Articles of Incorporation were adopted by the required vote of the members on the 18th day of April, 2023.
- D. The number of votes cast were sufficient for approval.

Dated this 28 day of June, 2023.

Witnesses:

OUTLOOK COVE CONDOMINIUM  
ASSOCIATION, INC.

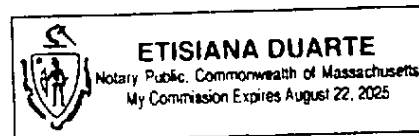
Michael Lobo  
By: Michael

Vanessa Lynn Cournoyer  
By: Vanessa Cournoyer  
Association President

Katherine Benner  
By: Katherine Benner

(Corporate Seal)

STATE OF Massachusetts  
COUNTY OF Bristol



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of June, 2023, by Vanessa Cournoyer, Association President of Outlook Cove Condominium Association, Inc.

Etisiana Duarte  
Signature of Notary Public

Print Name: ETISIANA DUARTE

Personally Known ☐ OR Produced Identification ☒  
Type of Identification Produced FL Driver's License