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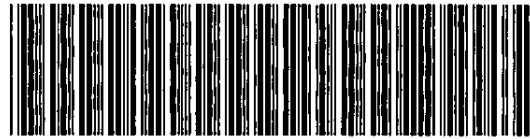
(Business Entity Name)

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Las Olas Beach Club Condominium Association, Inc.

DOCUMENT NUMBER: N06000012956

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Darrin B. Gursky, Esq.

(Name of Contact Person)

Gursky Ragan, P.A.

(Firm/ Company)

14 NE 1st Avenue, Second Floor

(Address)

Miami, FL 33132

(City/ State and Zip Code)

manager@LOBOnline.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Steven West

(Name of Contact Person)

at 954 414.1020

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed) |
|--|--|---|--|

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

FILED

13 DEC 31 PM 3:18

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Las Olas Beach Club Condominium Association, Inc.
(Name of Corporation as currently filed with the Florida Dept. of State)

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this **Florida Not For Profit Corporation** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

(Principal office address **MUST BE A STREET ADDRESS**)

C. Enter new mailing address, if applicable:

(Mailing address **MAY BE A POST OFFICE BOX**)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: _____

(Florida street address)

New Registered Office Address:

_____, Florida _____
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
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5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

E. If amending or adding additional Articles, enter change(s) here:

(attach additional sheets, if necessary). (Be specific)

See Attached.

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated

11/14/2013

Signature

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Julian F GOLPA

(Typed or printed name of person signing)

President

(Title of person signing)

This instrument Prepared By:
MARNIE DALE RAGAN, ESQUIRE
GURSKY RAGAN, P.A.
14 NE 1ST Avenue, 2nd Floor
Miami, FL 33132

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF LAS OLAS BEACH CLUB, A CONDOMINIUM, THE BY-LAWS OF LAS OLAS BEACH CLUB CONDOMINIUM ASSOCIATION, INC., AND THE ARTICLES OF INCORPORATION FOR LAS OLAS BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

The undersigned being the President of the Las Olas Beach Club, a Condominium, located in Broward County, Florida, the Declaration of Condominium having been recorded in the Official Records Book 43534, at Page 1703 of the Public Records of Broward County, Florida, do hereby certify that a duly noticed meeting of the members of Las Olas Beach Club Condominium, held on NOV. 14th, 2013, where in accordance with the governing documents of the Association, not less than the percentage of members required pursuant to the Declaration of Condominium, Section 6; the By-Laws, in Section 13; and the Articles of Incorporation, Article 13, present at the meeting in person or by proxy, approved the following Amendments to the Declaration of Condominium of Las Olas Beach Club, a Condominium, the By-Laws of Las Olas Beach Club Condominium Association, Inc., and the Articles of Incorporation for Las Olas Beach Club Condominium Association, Inc.

The below Amendments shall be effective as of the date of recordation of this Certificate in the Public Records of Broward County, Florida. Except as specifically amended hereby, the Declaration and governing documents shall remain in full force and effect ab initio.

1. The Declaration of Condominium, Section 17.8, will be amended as follows:

17.8 Leases and Sales. No Unit Owner may sell, lease, give or otherwise transfer Unit Ownership of a Unit or any interest therein in any manner without the prior written approval of the Association.

A. Leases. No portion of a residential Unit (other than an entire Residential Unit)

may be rented. Leasing of Residential Units shall ~~not~~ be subject to the prior written approval of the Association, ~~and~~ but each lease shall be in writing and specifically provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement document or instrument governing the Condominium or administered by the Association. The Association may obtain any and all necessary information relating to a prospective tenant in order to complete the Association's review and approval, and may require a transfer fee of \$100, or such other greater amount as may be allowed by law from time to time. Such information may include, but not be limited to, a background and credit check. The Association shall inform the Owner of the Unit intended to be leased, in writing, within thirty (30) days of receipt of all required information as to the approval or disapproval of the lease. The approval of leases shall not be unreasonably withheld. This thirty day period may be extended in the event that all information is not timely submitted. In the event that the Association does not respond within thirty (30) days, the lease will be deemed approved. The Association may disapprove a lease for cause. Any attempt to lease a unit without the Association's approval shall render the lease void. No lease of a Residential Unit shall be for a period of less than ninety (90) days and there shall be no more than two (2) leases of a Residential Unit in any calendar year (i.e., not more than two (2) leases shall commence during any calendar year). Notwithstanding anything herein contained to the contrary, each Unit Owner recognizes and agrees that there are no leasing restrictions imposed upon the Commercial Units and the Commercial Units may be leased on any terms that may be desired by the Commercial Unit Owners.

The lease of a Residential Unit for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. A Residential Unit Owner leasing his or her Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Unit Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida with respect to rental payments or other charges under the lease, and such Unit Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

Every lease of a Residential Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same). The Unit Owner shall be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts of

omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Residential Unit therefor. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. If so required by the Association, any tenant wishing to lease a Residential Unit may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

When a Residential Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Residential Unit Owners, and the Owner of the lease Residential Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Residential Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Residential Unit Owners.

B. Sales. The sale or transfer of Residential Units shall be subject to the prior written approval of the Association. Not later than thirty (30) days before the proposed transfer of ownership occurs, written notice shall be given the Association by the Unit Owner of his intention to sell or transfer his interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100.00 or as permitted by law from time to time. The Association may disapprove for cause any proposed sale, and if such disapproval is given for cause, the Association shall have no further obligations based upon this Paragraph. The approval of a sale shall not be unreasonably withheld.

In order for Association to perform its functions under this Declaration, no instrument purporting to transfer an interest in, or title to, a Unit shall be effective unless Association shall certify compliance of the Unit with this Declaration. Certification of Compliance by Association under this paragraph shall only be by issuance of a Certificate of Compliance, executed by an officer of Association and certifying compliance of the Unit as herein provided. The transferring Owner must request a Certificate of Compliance, and Association shall have a minimum of ten (10) days in which to respond. The Association may withhold issuance of a Certificate of Compliance for failure to meet the criteria in this Section. The criteria for certification by Association under this Section shall include, but not be limited to the following:

1. Obtaining the requisite information as may be reasonably required for Association records; and
2. Confirming that the financial obligations of the Unit and Unit Owner to Association are current.

It shall not be deemed a transfer of an interest under this Declaration, and a Certificate of Compliance shall not be required incident to: (a) a surviving spouse obtaining title by operation of law; (b) a former spouse obtaining title by operation of a final decree or judgment of divorce; (c) family member(s) obtaining title directly or, as beneficiaries by means of a bona fide family planning device; or (d) a Mortgagee acquiring title to a Unit as a result of foreclosing a first mortgage on a Unit, or deed in lieu of foreclosure. The purchaser of a Unit from such a Mortgagee, where seller Mortgagee has acquired title to a Unit as a result of foreclosing a first mortgage on a Unit, or deed in lieu of foreclosure, shall be subject to the requirements of this Section.

If the Association disapproves a prospective transfer, the Association may, but shall not be obligated, to exercise a right of first refusal in the following manner:

- 1.. Within thirty (30) days of receipt by Association from Seller of such notice for the proposed transfer, Association shall deliver to Seller an agreement to purchase the Unit executed by a purchaser, selected by Association ("Purchaser"), which Purchaser may be Association itself, to whom Seller must sell the interest sought to be conveyed upon the terms set forth herein.
2. The purchase price shall be the bona fide purchase price stated in the agreement of purchase and sale between Seller and Transferee. The purchase price shall be paid, at Purchaser's option, in cash or upon the same terms as contained in the agreement of purchase and sale between Seller and Transferee.
3. If a question arises as to whether or not the sale price in the agreement of purchase and sale between Seller and Transferee is a bona fide price, the question shall be resolved as follows: (a) Seller shall select a qualified and licensed appraiser to provide a fair market value appraisal of the Unit for Purchaser; (b) If Purchaser disagrees with Seller's appraiser, Purchaser shall likewise select a qualified and licensed appraiser; (c) if Seller disagrees with Purchaser's appraiser, the two (2) selected appraisers shall name a third qualified and licensed appraiser whose decision shall be final. The cost of the appraisers and related expenses shall be borne equally by Seller and Purchaser.

4. The sale shall be closed on the later of: (a) within forty five (45) days after the delivery to Seller of Purchaser's agreement to purchase, or within thirty (30) days after the determination of the purchase price under subparagraph (4) above; or (b) the closing date specified in the original agreement of purchase and sale between Seller and Transferee.
5. If Association shall fail to provide a Purchaser as provided in subparagraph (2) above, or if the Purchaser shall default in its obligation to close following thirty (30) day notice from Seller and an opportunity to cure, and the transaction, then and in that event, the sale between Seller and Transferee may close and the transaction will be deemed to be in compliance with Section 15.2.3 above without recourse to Association.

2. The By-Laws, Section 4.1, will be amended as follows:

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors must be natural persons who are 18 years of age or older, and must be members of the Association. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). Directors may not vote at Board meetings by proxy or secret ballot.

3. The Articles of Incorporation, Article 10.1, will be amended as follows:

10. Directors

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided in the By-Laws, but which shall consist of not less than three (3) directors nor more than nine (9) directors. Directors must ~~need not~~ be members of the Association.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, Las Olas Beach Club, a Condominium Association, Inc., A Florida corporation not-for-profit, has caused these presents to be executed in its name by its President and its corporate seal affixed hereto, this 14th day of November, 2013.

[CORPORATE SEAL]

Las Olas Beach Club, a Condominium

BY: [Signature]
President

ATTESTED: [Signature]
Secretary

WITNESS:

[Signature]
Witness Signature

Stephen West
Witness Name Printed

[Signature]
Witness Signature

GARY BODUER
Witness Name Printed

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida, County of Broward, to take acknowledgments, personally appeared Julian Golpa, President of the corporation named in the foregoing Amendment, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said Corporation and that the seal affixed is the true and corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 14th day of November, 2013.

Heather Rivera
NOTARY PUBLIC, State of Florida
at Large

My Commission Exp.: 07/25/15

