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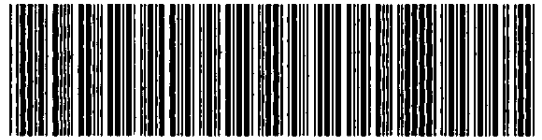
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2009 OCT 14 PM 12:14

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10-15-09



DAVID H. ROSENBERG, P.L.

ATTORNEYS AT LAW

October 13, 2009

VIA FEDERAL EXPRESS

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

RE: **THE BEACH CLUB AT SIESTA KEY CONDOMINIUM ASSOCIATION, INC.**

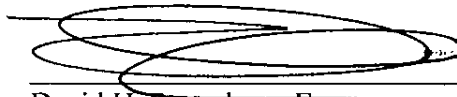
Dear Sir/Madam:

Enclosed herewith for filing are the Articles of Amendment to the Articles of Incorporation for the above corporation.

Also, **enclosed** please find a check in the amount of \$52.50, representing payment of your filing fee and certificate of status and a certified copy.

If you have any questions with regard to this letter and/or the enclosure, please do not hesitate to contact me.

Very truly yours,



David H. Rosenberg, Esq.
For the Firm

Enclosure as Noted

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
THE BEACH CLUB AT SIESTA KEY CONDOMINIUM ASSOCIATION, INC.**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FIRST: THE Articles of Incorporation were filed on February 8, 2007, and assigned Document Number N07000001426.

SECOND: THE following amendment to the Articles of Incorporation was adopted by the corporation.

ARTICLE III. PURPOSES OF CORPORATION

CURRENT TEXT WHICH IS BEING DELETED:

~~The purpose of the Association shall be to operate and manage the affairs and property of the condominium known as THE BEACH CLUB AT SIESTA KEY, A CONDOMINIUM located at 1120 Sun n Sea Drive, Sarasota, Florida 34242, and to perform each and every act provided in the Declaration of Condominium of the said Condominium and the Condominium Act, Chapter 718, Florida Statutes and Florida Vacation Plan and Timesharing Act, Chapter 721, Florida Statutes.~~

AMENDED TEXT WHICH IS BEING INSERTED:

The purpose of the Association shall be to operate and manage the affairs and property of the condominium known as THE BEACH CLUB AT SIESTA KEY, A CONDOMINIUM located at 1120 Sun n Sea Drive, Sarasota, Florida 34242, and to perform each and every act provided in the Declaration of Condominium of the said Condominium and the Condominium Act, Chapter 718.

ARTICLE IV. POWERS

CURRENT TEXT WHICH IS BEING DELETED:

~~The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Condominium Act and the Declaration of Condominium of The Beach Club at Siesta Key, a Condominium, as well as the Florida Vacation Plan and Timesharing Act and the Supplemental Declaration of The Beach Club at Siesta Key, a Condominium. As more particularly set forth in the Declaration and Supplemental Declaration of The Beach Club at Siesta Key, a Condominium, the Association may acquire leasehold, membership and other possessory or use interests (whether or not such interests relate to property contiguous to the lands of the condominium) intended to provide for the enjoyment, recreation, or other use or benefit of the Association members, and the Association may acquire, convey, lease and mortgage Association property.~~

AMENDED TEXT WHICH IS BEING INSERTED:

The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Condominium Act and the Declaration of Condominium of The Beach Club at Siesta Key, a Condominium. As more particularly set forth in the Declaration of The Beach Club at Siesta Key, a Condominium, the Association may acquire leasehold, membership and other possessory or use interests (whether or not such interests relate to property contiguous to the lands of the condominium) intended to provide for the enjoyment, recreation, or other use or benefit of the Association members, and the Association may acquire, convey, lease and mortgage Association property.

ARTICLE V. MEMBERS

CURRENT TEXT WHICH IS BEING DELETED:

~~All persons owning a vested present interest in the fee title to a condominium unit, whether as whole ownership or fractional ownership, in The Beach Club at Siesta Key, a Condominium, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members of the Association. Membership shall terminate automatically and immediately at the time a member's vested interest in the fee title terminates, whether such ownership was whole ownership or fractional ownership, except that upon the termination of the condominium, the membership of a unit owner who conveys his unit or fractional interest to the trustee as provided in the Declaration and Supplemental Declaration of Condominium shall continue until the trustee makes a final distribution of such unit's share of the funds collected and held by the trustee.~~

~~After the Association approves of a conveyance of a condominium unit and/or fractional interest as provided in the Declaration and Supplemental Declaration of Condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Association of a copy of the recorded deed or other instrument of conveyance.~~

~~Prior to the recording of the Declaration of Condominium and the Supplemental Declaration of The Beach Club at Siesta Key, a Condominium, the subscriber hereto shall constitute the sole member of the Association.~~

AMENDED TEXT WHICH IS BEING INSERTED:

All persons owning a vested present interest in the fee title to a condominium unit, in The Beach Club at Siesta Key, a Condominium, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members of the Association. Membership shall terminate automatically and immediately at the time a member's vested interest in the fee title terminates, except that upon the termination of the condominium, the membership of a unit owner who conveys his unit to the trustee as provided in the Declaration of Condominium shall continue until the trustee makes a final distribution of such unit's share of the funds collected and held by the trustee.

After the Association approves of a conveyance of a condominium unit as provided in the Declaration of Condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Association of a copy of the recorded deed or other instrument of conveyance.

Prior to the recording of the Declaration of Condominium of The Beach Club at Siesta Key, a Condominium, the subscriber hereto shall constitute the sole member of the Association.

ARTICLE VI. VOTING RIGHTS

CURRENT TEXT WHICH IS BEING DELETED:

~~The voting rights of each unit shall be determined on an equal fractional basis. That is, each fractional interest shall be entitled to a 1/12 vote. When more than one person owns a fractional interest in the condominium, the vote for that fractional interest shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one~~

~~fractional interest, and the vote shall not be divided among the owners of any one fractional interest. If one owner owns more than one fractional interest, such owner shall have the one vote for each fractional interest owned.~~

AMENDED TEXT WHICH IS BEING INSERTED:

The voting rights of each unit shall be determined on an equal basis. That is, each Unit shall be entitled to one (1) vote. When more than one person owns a condominium unit, in the condominium, the vote for that unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one condominium unit, and the vote shall not be divided among the owners of any one condominium unit. If one owner owns more than one condominium unit, such owner shall have the one vote for each condominium unit owned.

ARTICLE XII. RECALL AND REMOVAL OF DIRECTORS

CURRENT TEXT WHICH IS BEING DELETED:

~~Subject to the provisions of Article XIV hereof, and the provisions of the Condominium Act, Chapter 718, Florida Statutes, and Florida Vacation Plan and Timesharing Act, Chapter 721, Florida Statutes, and the rules and regulations promulgated pursuant thereto, directors may be recalled from office with or without cause, by the affirmative vote of a majority of the voting interests of the Association.~~

AMENDED TEXT WHICH IS BEING INSERTED:

Subject to the provisions of Article XIV hereof, and the provisions of the Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations promulgated pursuant thereto, directors may be recalled from office with or without cause, by the affirmative vote of a majority of the voting interests of the Association.

ARTICLE XIV. RIGHTS OF DEVELOPER

CURRENT TEXT WHICH IS BEING DELETED:

~~As more particularly set forth in Section 718.301, Florida Statutes, Beach Club at Siesta Development, LLC, a Florida limited liability company, which is the developer of The Beach Club at Siesta Key, a Condominium, and which is referred to herein as the Developer, shall have the right to appoint all of the directors of the Association (which directors need not be unit owners), subject to the following:~~

~~1. When fifteen percent (15%) or more of the fractional interests or units (if transferred by whole ownership) in the condominium are conveyed to owners other than the Developer, such owners shall be entitled to elect not less than one-third (1/3) of the directors.~~

~~2. Unit owners and/or fractional owners other than the Developer shall be entitled to elect not less than a majority of the directors upon the occurrence of the earliest of the following:~~

~~(a) Three (3) years after fifty percent (50%) of the fractional interests or units (if transferred by whole ownership) that will be operated ultimately by the Association have been conveyed to owners other than the Developer; or~~

~~_____ (b) Three (3) months after ninety percent (90%) of the fractional interests or units (if transferred by whole ownership) that will be operated ultimately by the Association have been conveyed to owners other than the Developer; or~~

~~_____ (c) When all of the fractional interests or units (if transferred by whole ownership) that will be operated ultimately by the Association have been completed, some of them have been conveyed to owners other than the Developer, and none of the others are being offered for sale by the Developer in the ordinary course of business; or~~

~~_____ (d) When some of the fractional interests or units (if conveyed by whole ownership) have been conveyed to owners other than the Developer and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or~~

~~_____ (e) Seven (7) years after recordation of the Declaration of Condominium for The Beach Club at Siesta Key, a Condominium in the Public Records of Sarasota County, Florida.~~

~~_____ 3. When the Developer no longer holds for sale in the ordinary course of business at least five percent (5%) of the fractional interests or units (if to be conveyed by whole ownership) that will be operated ultimately by the Association, owners other than the Developer shall be entitled to elect all of the directors.~~

~~_____ 4. Any director appointed by the Developer may be removed and replaced by the Developer at any time, subject only to the foregoing rights of the unit/fractional owners.~~

AMENDED TEXT WHICH IS BEING INSERTED:

As more particularly set forth in Section 718.301, Florida Statutes, Beach Club at Siesta Development, LLC, a Florida limited liability company, which is the developer of The Beach Club at Siesta Key, a Condominium, and which is referred to herein as the Developer, shall have the right to appoint all of the directors of the Association (which directors need not be unit owners), subject to the following:

1. When fifteen percent (15%) or more of the units in the condominium are conveyed to owners other than the Developer, such owners shall be entitled to elect not less than one-third (1/3) of the directors.

2. Unit owners other than the Developer shall be entitled to elect not less than a majority of the directors upon the occurrence of the earliest of the following:

(a) Three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to owners other than the Developer; or

(b) Three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to owners other than the Developer; or

(c) When all of the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to owners other than the Developer, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) When some of the units have been conveyed to owners other than the Developer and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

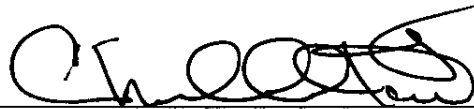
(e) Seven (7) years after recordation of the Declaration of Condominium for The Beach Club at Siesta Key, a Condominium in the Public Records of Sarasota County, Florida.

3. When the Developer no longer holds for sale in the ordinary course of business at least five percent (5%) of the units that will be operated ultimately by the Association, owners other than the Developer shall be entitled to elect all of the directors.

4. Any director appointed by the Developer may be removed and replaced by the Developer at any time, subject only to the foregoing rights of the unit owners.

There are no members or members entitled to vote on the amendment. The amendment was approved by the board of directors.

The foregoing amendments are adopted and made effective by the undersigned on October 13th, 2009.

A handwritten signature in black ink, appearing to read "Charles L. Starr, III", written over a horizontal line.

Charles L. Starr, III
Director