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## COR AMND/RESTATE/CORRECT OR O/D RESIGN LAND'S END AT SUNSET BEACH 3 CONDOMINIUM ASSOCIATION

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AMENDED AND RESTATED ARTICLES OF INCORPORATION

- OF -

LAND'S END AT SUNSET BEACH 3 CONDOMINIUM ASSOCIATION, INC.

A Non-Profit Corporation

**SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT**  
**(Prior to the adoption of this New Version)**

These are the Amended and Restated Articles of Incorporation for Land's End at Sunset Beach 3 Condominium Association, Inc., originally filed with the Florida Department of State on January 28, 1985.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do hereby state as follows:

**DEFINITIONS:**

The following Definitions are applicable to the Land's End at Sunset Beach Community Association, Inc. as well as each individual Condominium Association further identified in these Definitions:

A. The individual Condominium Associations are referenced below and will be applicable to the individual Condominium Associations:

(1) Land's End At Sunset Beach Condominium Association, Inc., also referenced as Land's End At Sunset Beach 1 Condominium Association, Inc., referenced as "Condo Assoc. #1";

(2) Land's End At Sunset Beach 2 Condominium Association, Inc., referenced as "Condo Assoc. #2";

(3) Land's End At Sunset Beach 3 Condominium Association, Inc., referenced as "Condo Assoc. #3";

(4) Land's End At Sunset Beach 4 Condominium Association, Inc., referenced as "Condo Assoc. #4"; and

(5) Land's End At Sunset Beach 5 Condominium Association, Inc., referenced as "Condo Assoc. #5."

B. "Articles of Incorporation" mean the Amended and Restated Articles of Incorporation for each of the individual Condominium Associations, as identified above, when applicable, or the Amended and Restated Articles of Incorporation of the Community Association and future amendments.

C. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

D. "Board of Directors" means the board of directors or other representative body responsible for the administration of the Community Association, also referenced as simply the "Board". The Board of Directors for the individual Condominium Associations shall be referenced as the Board of Directors, Condo Assoc. #3.

E. "Bylaws" mean the Amended and Restated Bylaws for each individual Condominium Association, as identified above, when applicable, or the Amended and Restated Bylaws of the Community Association and future amendments.

F. "Common Elements" means that portion of the Condominium Property not included in the Units. Common Elements shall include the tangible personal property required for the maintenance of the Commons Elements and Limited Common Elements. Each individual Condominium Association has its own Common Element it is responsible for within the Condominium and the Community Association is responsible for the remainder of the Property identified on the Survey attached as Exhibit A.

G. "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property, other expenses declared by the Declaration to be Common Expenses for which each individual Condominium Association is responsible for as well as the same that the Community Association is responsible for and any other valid expenses or debts which are assessed against the Unit Owners.

H. "Common Surplus" means the excess of all receipts, including but not limited to Assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.

I. "Community Association" means Land's End at Sunset Beach Community Association, Inc., the not for profit Florida corporation responsible for the operation and maintenance of certain improvements to be used by Unit Owners of the individual Condominium Associations.

J. "Condominium Act" means Chapter 718 of the Florida Statutes identified as the Condominium Act as amended from time to time with the amendments being applicable.

K. "Condominium Building" means the structures which comprise that part of the Condominium Property within which the Units are located.

L. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

M. "Condominium Property" means and includes all lands that are subjected hereunder to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the individual Condominium that is identified with or for all individual Condominium Associations if the term is used to reference all the individual Condominium Associations.

N. "Declaration" or "Declaration of Condominium" means the Amended and Restated Declaration, as it may from time to time be amended.

O. "First Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, or agency of the United States Government, which owns or holds a mortgage encumbering a Condominium Parcel. "Mortgagee" also includes Federal National Mortgage Association.

P. "Guest" means any person who is not the Unit Owner or a Tenant or a member of the Owner's or Tenant's family, who physically present on or occupies the Unit on a temporary basis at the expressed or implied invitation of the Unit Owner or other legally permitted Occupant, without the payment of consideration.

Q. "Invitee" or "Licensee" means a person or persons expressly or impliedly allowed entry onto the Condominium Property for the purpose of conducting business with, or providing services to, the Unit Owner, the Owner's Unit, or other legally permitted Occupant, or otherwise entering the Condominium Property on a temporary basis at the expressed or implied consent of the Unit Owner, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants.

R. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

S. "Tenant" or "Lessee" means a person, other than the Unit Owner, occupying a Unit pursuant to a written agreement, in which said occupancy involves consideration in the form of payment of money, exchange of goods and services, or other lawful consideration. The term "Tenant" shall be used interchangeably with "Lessee."

T. "Unit" means a part of the Condominium Property which is to be subject to private ownership.

U. "Unit Owner" or "Owner of a Unit" means the Owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of Pinellas County, Florida, whether such Unit Owner is one or more persons, firms, associations, corporations or other legal entities and is also to include the meaning as defined in the Condominium Act.

V. "Utility Service" as used in the Condominium Act, construed with reference, and as the term is used in this Declaration, the Articles and the By-Laws shall include, but not be limited to, electric power, gas, hot and cold water, trash and sewage disposal, and to the extent applicable reclaimed water and recycling services.

W. "Voting Interest" means the voting rights distributed to the Association Members which is one vote per Unit.

If there is any dispute as to the definition of a term, the Condominium Act shall govern, and if there is still further need for clarification it shall be resolved by the majority of the applicable Board of Directors, that being the Community Association's Board of Directors.

## ARTICLE I

### NAME

The name of this corporation shall be LAND'S END AT SUNSET BEACH 3 CONDOMINIUM ASSOCIATION, INC. ("Condo Assoc. #3").

## ARTICLE II

### PURPOSES

The purposes for which this Association is formed are as follows:

- A. To form an "Association" as defined in Chapter 718, Florida Statutes, as amended from time to time ("Condominium Act"), and, as such, to operate, maintain, repair, improve, reconstruct and administer the Condominium Property of, and to perform the acts and duties necessary and desirable for the management of the Units and Common Elements in Land's End at Sunset Beach 3, a Condominium (the "Condominium"); and to own, operate, lease, sell and trade property, whether real or personal, including Units in the Condominium.
- B. To carry out the duties and obligations and receive the benefits given Condo Assoc. #3 by the Declaration of Condominium ("Declaration") of Land's End at Sunset Beach 3, a Condominium.
- C. To provide for the Directors of Condo Assoc. #3 and rules and regulations governing the same, and enforce the provisions of the Condominium Act, the Declarations, these Articles of Incorporation and the Bylaws, as amended from time to time.
- D. Condo Assoc. #3 shall have all of the common law and statutory powers provided under the laws of the State of Florida, and those powers provided by the Condominium Act, the Declaration, these Articles and the Bylaws of the Association, as amended from time to time.

## ARTICLE III

### MEMBERS

- A. All Unit Owners in the Condominium shall automatically be Unit Owners of Condo Assoc. #3 and their memberships shall automatically terminate when titles to their Units are conveyed. If a Unit Owner conveys title to his Unit under the provisions of the Declaration, the new Owner shall automatically acquire membership in Condo Assoc. #3. Membership certificates are not required and will not be issued.
- B. Each Unit shall have one (1) vote in all elections of Condo Assoc. #3. An individual, corporation or other entity owning an interest in more than one Unit may be designated as the voting Unit Owner for each Unit in which he or it owns an interest.

C. The share of a Unit Owner in the funds and assets of Condo Assoc. #3 cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit. No part of the income of Condo Assoc. #3 shall be distributed to its Unit Owners, directors or officers.

#### ARTICLE IV

##### EXISTENCE

This Condo Assoc. #3 shall have perpetual existence.

#### ARTICLE V

##### DIRECTORS

A. The affairs and property of Condo Assoc. #3 shall be managed and governed by a Board of Directors composed of not less than three (3) persons ("Directors") and not more than five (5) persons. The number shall be determined from time to time in accordance with Condo Assoc. #3's Bylaws.

B. Directors shall be elected by the Unit Owners in accordance with the Bylaws at the regular annual meetings of the Unit Owners of Condo Assoc. #3. The Board of Directors of Condo Assoc. #3 shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Board of Directors of Condo Assoc. #3 may appoint a Director to serve the balance of said unexpired term.

C. All officers shall be elected by the Board of Directors of Condo Assoc. #3 in accordance with the Bylaws at the regular annual meeting of the Board as established by the Bylaws. The Board of Directors shall elect from among the Members a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the Board of Directors but no other officer need be a Director.

#### ARTICLE VI

##### OFFICERS

Subject to the Board of Directors, the affairs of Condo Assoc. #3 shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Directors.

#### ARTICLE VII

##### AMENDMENTS

The Articles may be amended in the following manner:

A. Proposal of Amendments. An amendment may be proposed by the President of Condo Assoc. #3, a majority of the Directors, or by thirty percent (30%) of the entire Voting Interests of the Unit Owners.

B. Proposed Amendment Format. Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended unless too cumbersome to do so. 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." Alternatively, Condo Assoc. #3 may decide to present Amended and Restated Articles of Incorporation which will be designated as such.

C. Notice. Written notice setting forth the proposed amendment or 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.

D. Adoption of Amendments. A resolution for the adoption of a proposed amendment may be adopted by a written affirmation of the vote of a majority of the entire Voting Interests of the Association. Said resolution to be adopted by those voting (in person or by proxy) at a duly noticed meeting, or by the written agreement of a majority of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents or Community Association Documents may be executed by the Officers of Condo Assoc. #3, upon a majority of Board of Directors' approval, without need for a Unit Owners to vote.

E. Effective Date. An amendment when adopted shall become effective after being recorded in the Public Records of Pinellas County, Florida according to law and filed with the Secretary of State, if required, and thereafter distributed to the Unit Owners which can be accomplished by mail, hand delivery or email.

Adopted: Nov 2, 2023

WITNESSES:

Signature: [Signature]  
Printed Name: ERLE ANDERSON  
Date: 11-2-23

Signature: [Signature]  
Printed Name: Heather Seife  
Date: 11-2-23

LAND'S END AT SUNSET BEACH 3  
CONDOMINIUM ASSOCIATION, INC.

Signature: [Signature]  
Printed Name: ROBERT C. HAYES, JR.  
Title: President  
Date: 11/2/2023

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing document was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on November 2nd, 2023, by Robert Hayes, as President of Land's End at Sunset Beach 3 Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. Such individual is ☐ personally known to me or ☒ has produced Drivers license as identification.

Sworn to before me on November 2nd, 2023 (date).



Melinda Mujidzi  
Notary Public Signature  
Printed Name of Notary: Melinda Mujidzi  
My Commission Expires: 04/27/2025

[Signatures continue on following page]

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WITNESSES:

Signature: [Signature]  
Printed Name: GERALD ANDERSON  
Date: 11-2-23

Signature: Heather Seife  
Printed Name: Heather Seife  
Date: 11-2-23

LAND'S END AT SUNSET BEACH 3  
CONDOMINIUM ASSOCIATION, INC.

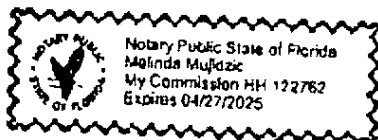
Signature: [Signature]  
Printed Name: Edward Nocco  
Title: Secretary  
Date: 11-2-23

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing document was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, on November 2nd, 2023, by Edward Nocco, as Secretary  
of Land's End at Sunset Beach 3 Condominium Association, Inc., a Florida not for profit corporation,  
on behalf of the corporation. Such individual is ☐ personally known to me or ☒ has produced  
Driver's license as identification.

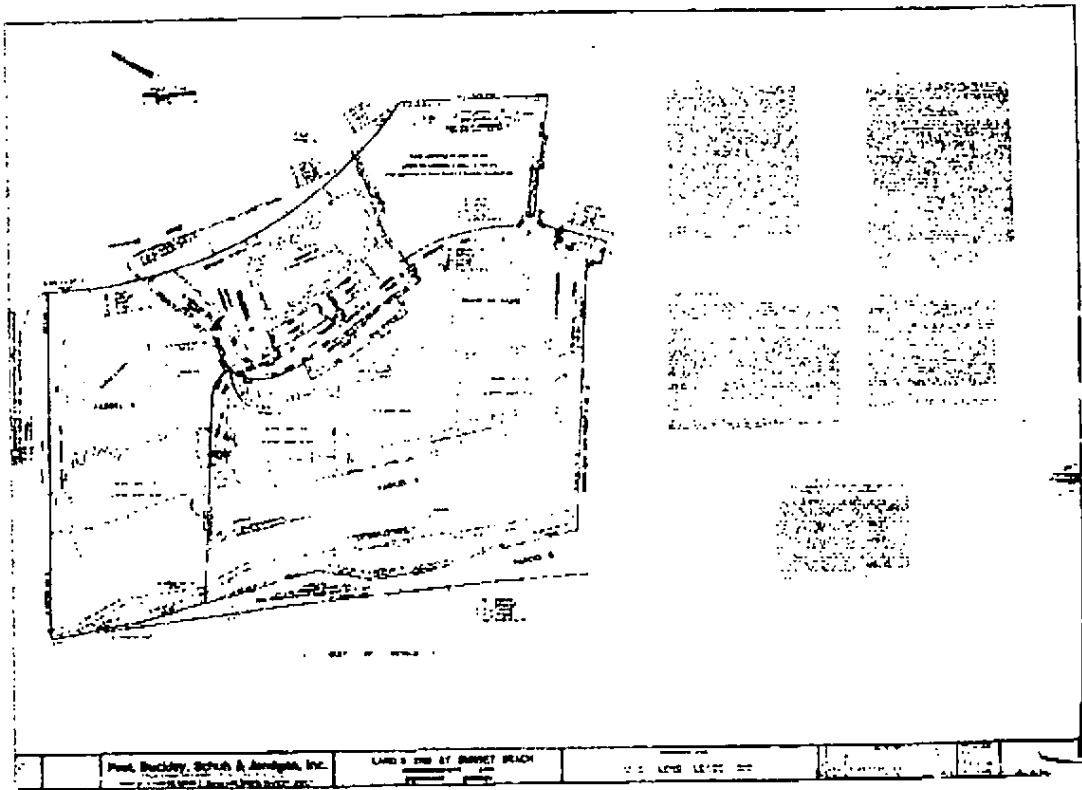
Sworn to before me on November 3rd, 2023 (date).



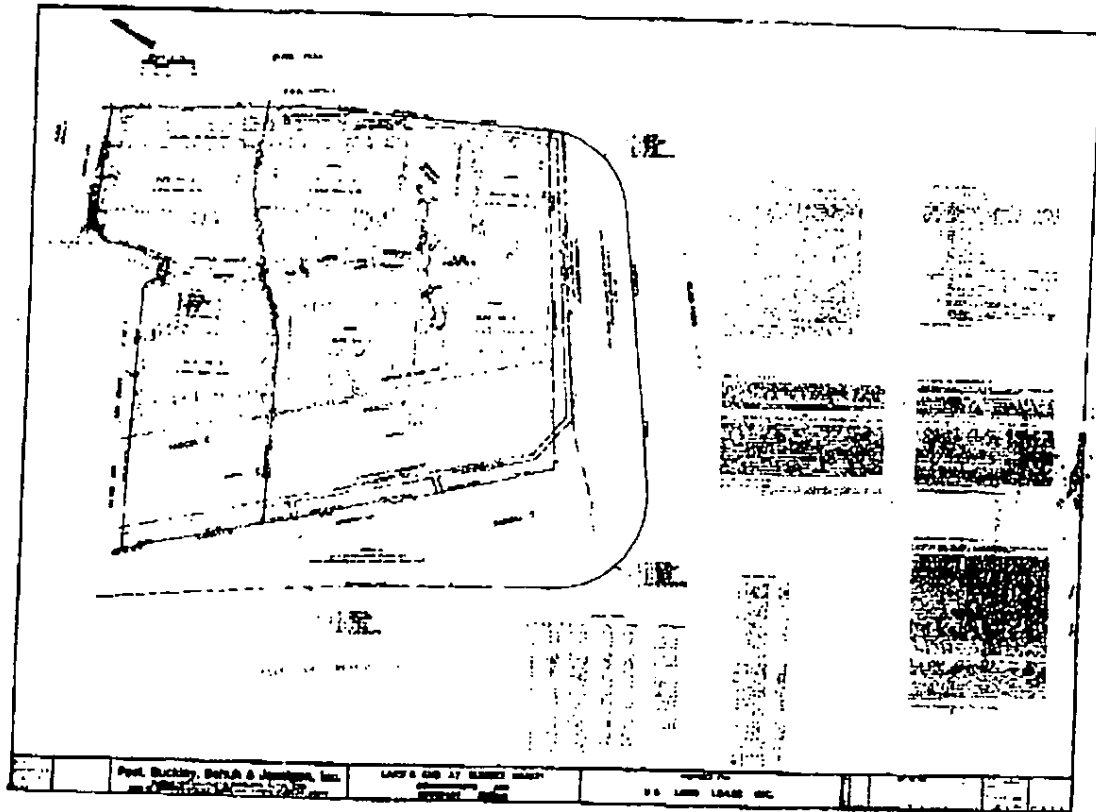
[Signature]  
Notary Public Signature  
Printed Name of Notary: Melinda Mujdzic  
My Commission Expires: 04/25/2025

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**Exhibit A**



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