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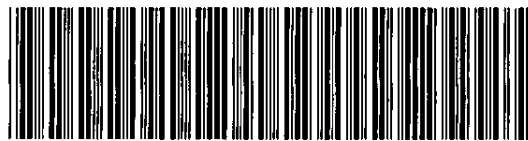
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CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 345632 3487A

AUTHORIZATION : *[Signature]*

COST LIMIT : \$ 70.00

ORDER DATE : October 21, 2014

ORDER TIME : 2:36 PM

ORDER NO. : 345632-005

CUSTOMER NO: 3487A

DOMESTIC FILING

NAME: OLD SARASOTA KEY BEACHHOUSE
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP
 ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Courtney Williams - EXT. 62935

EXAMINER'S INITIALS: _____

ARTICLES OF INCORPORATION
OF
OLD SARASOTA KEY BEACHHOUSE ASSOCIATION, INC.,
A FLORIDA CORPORATION NOT-FOR-PROFIT

The undersigned, hereby associate themselves for the purpose of becoming a corporation not-for-profit under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not-for-profit.

ARTICLE I
NAME AND ADDRESS OF CORPORATION

The name of this corporation shall be **OLD SARASOTA KEY BEACHHOUSE ASSOCIATION, INC.**, a Florida corporation not-for-profit, sometimes hereinafter referred to as the "**Association**", whose address is 612 Beach Road, Sarasota, Florida 34242

ARTICLE II
GENERAL NATURE OF BUSINESS

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 **OLD SARASOTA KEY BEACHHOUSE, A CONDOMINIUM** (the "**Condominium**"), located in the Sarasota County, Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and the Florida Condominium Act, Chapter 718, Florida Statutes.

ARTICLE III
POWERS

A. **General Powers.** The Association shall have all of the common law and statutory powers of a corporation not-for-profit and all of the powers and duties set forth in said Florida Condominium Act and the Declaration of Condominium of the Condominium.

B. **Specific Powers.** In addition to the aforementioned general powers the Association shall have all of the powers and duties reasonably necessary to operate, manage, and maintain the Condominium pursuant to the Florida Condominium Act and the Declaration, including, but not limited to, the following:

1. To make and collect Assessments (regular, special and emergency) against Members as Unit Owners to defray the costs, expenses and losses incurred in the management, maintenance, operation, repair, and replacement of the Condominium and property and facilities serving the Condominium and/or Condominium Property, if any.

2. To use the proceeds of Assessments in the exercise of its powers and duties.

3. If provided in the Declaration or the Rules and Regulations for the Condominium, to charge interest and late charges on delinquent or past due Assessments and to accelerate

the Assessments of a Unit Owner in such Condominium who are delinquent in payment of any installment of Assessments for Common Expenses and the power to collect the same.

4. To require as a condition to the letting or renting of a Unit in such Condominium a security deposit of \$1,000.00 into an escrow account maintained by the Association. The security deposit shall protect against damages to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

5. To purchase insurance upon the Condominium Property and other Association Property, if any, and insurance for the protection of the Association and its Members as Unit Owners.

6. To make and amend reasonable Rules and Regulations respecting the use and occupancy of the Condominium Property, including the Units and Association Property, if any, for the health, comfort, safety and welfare of the Members. All such Rules and Regulations and amendments thereto shall be approved by the Board of Directors of the Association.

7. To reasonably approve or disapprove the transfer, lease, and ownership of Units in the Condominium, as provided in the Declaration.

8. To enforce by legal means the provisions of the Florida Condominium Act, the Declaration, these Articles of Incorporation, the Bylaws of the Association, and the Rules and Regulations for use of the Condominium Property and Association Property, if any.

9. To perform all acts necessary to comply with the provisions of the Florida Condominium Act, the Declaration, these Articles of Incorporation, the Bylaws of the Association and the Rules and Regulations and to act with all powers enumerated therein.

10. To contract for the management of the Florida Condominium with third party contractors and to delegate to such contractor all powers and duties of the Association, except as such are specifically required by the Declaration or the Florida Condominium Act to have the approval of the Board of Directors or the Members of the Association.

11. To contract for the management or operation of all the portions of the Common Elements and Association Property, if any, susceptible to separate management or operation, including without limitation, for the operation and maintenance of the surface water management system facilities.

12. To employ personnel to perform the services required for proper management, maintenance, and operation of the Condominium and Condominium Property.

13. To purchase and own Units in the Condominium, and to acquire and hold, lease, mortgage, and convey the same, subject however, to the provisions of the Declaration and the Bylaws of the Association relative thereto.

14. To obtain loans to provide funds for operating, maintaining, repairing, replacing, and improving the respective Condominium Property and Association Property, if any, and to pledge the income of the Association from Assessments against Unit Owners as security for such loans.

15. To contract for the management and maintenance of the Condominium Property and 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 as shall be made available by the Association for such purposes.

16. To sue and be sued and to defend the same as provided for in the Declaration.

ARTICLE IV **MEMBERS**

All persons owning a vested present interest in the fee title to any of the Condominium Units of the Condominium as evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates, except that 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 of Condominium. If a Unit is owned by a legal entity other than a natural person, then the officer, director, or other official so designated by such legal entity shall exercise its membership rights.

After the 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 Secretary of a certified copy of a deed or other instrument of conveyance.

ARTICLE V **VOTING RIGHTS**

Each Condominium Unit shall be entitled to one vote at Association meetings. In the event of ownership of a Condominium Unit other than by sole individual ownership, the vote to which such Unit is entitled shall be exercised by such natural person named in a written voting certificate executed by all parties having an ownership interest in the Unit. The voter named on such certificate shall be the only person authorized to vote in person or by proxy on behalf of such Unit.

ARTICLE VI **INCOME DISTRIBUTION**

No part of the income of this corporation shall be distributable to its members, officers, or directors, except as commercially reasonable compensation for services rendered.

ARTICLE VII **EXISTENCE**

This corporation shall exist perpetually unless dissolved according to law.

ARTICLE VIII **REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be at William W. Merrill, III, and the registered agent at such address shall be c/o Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., 2033 Main Street, Suite 600, Sarasota, FL 34237.

ARTICLE IX
NUMBER OF DIRECTORS

The business of the Association shall be conducted by a Board of Directors which shall consist of six (6) persons, as shall be designated by the Bylaws of the Association.

ARTICLE X
FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first Board of Directors and Officers, all of whom shall hold office until their successors are duly elected and qualified, are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
1. Sally Joyce	President & Director	1760 Popp Lane Long Grove, IL 60047
2. James Origer	Vice President & Director	716 Bark Court Lake Barrington, IL 60010
3. Glenn Schiffmann	Treasurer & Director	6870 Tivoli Lane St. Germain, WI 54558
4. Scott Origer	Secretary & Director	262 W. Fairview Way Palatine, IL 60067
5. Gerhard Schiffmann	Director	6874 Tivoli Lane St. Germain, WI 54558
6. James Prete	Director	c/o John A. Colton, Esq. 1776 Ringling Blvd. Sarasota, FL 34237

ARTICLE XI
INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. **Indemnity.** The Association shall indemnify any person who was or is 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 is or was a director, 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 him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he 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 had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines 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 did not act in good faith and in a manner which he 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.

B. Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph A above, or in defense of any claim, issue or matter herein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. 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 proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article XI.

D. 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, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

E. 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, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him 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.

F. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article XI may not be amended without the prior written consent of all members whose interest would be adversely affected by such amendment.

ARTICLE XII **BYLAWS**

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by said Bylaws.

ARTICLE XIII **SUBSCRIBERS**

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
James P. Origer	612 Beach Road, Sarasota, Florida 34242

ARTICLE XIV **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 voting rights of all members of the Association and all rights conferred upon the members herein are granted subject to this reservation. Anything to the contrary set forth herein notwithstanding, no amendment shall make any changes to the qualifications for membership set forth in Article IV, the voting rights of members set forth in Article V, Article IX, or this Article XIV without approval in writing by all members, and where required by the Florida Condominium Act, the joinder of all record owners of mortgages upon any portion of the Condominium.

ARTICLE XV
THE FLORIDA CONDOMINIUM ACT

These Articles are to be read and construed in conjunction with the Florida Condominium Act and the related provisions of the Florida Administrative Code, the Florida Business Corporation Act, the Declaration of Condominium of Old Sarasota Key Beachhouse, a Condominium, all as may be amended from time to time, in the foregoing priority, if such documents are in conflict. All references to the Florida Condominium Act shall be deemed to include the related provisions of the Florida Administrative Code. In the event of a conflict between the provisions of these Articles and the Florida Condominium Act, the terms and provisions of the Florida Condominium Act shall control and, to that extent, are incorporated by reference herein. As used in this Article 17, the "Florida Condominium Act" shall mean the provisions of Chapter 718, Florida Statutes, in effect as of the date on which these Articles are filed by the Florida Secretary of State.

IN WITNESS WHEREOF, the undersigned subscriber to these Articles of Incorporation, has hereunto set his hand and seal this 15th day of October, 2014.

By: _____

James P. Origer

ACCEPTANCE BY REGISTERED AGENT

The undersigned is familiar with the duties and obligations of a registered agent and hereby accepted the designation as registered agent of the foregoing corporation.

By: _____

William W. Merrill, III

OCT 21 AM 9:39