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06 MAY -3 AM 10:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amended
+ Restated
Art.
SP

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LAW OFFICES
LOBECK HANSON & WELLS
PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS

CIVIL LITIGATION
PERSONAL INJURY
FAMILY LAW
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*FLORIDA SUPREME COURT
CERTIFIED MEDIATOR

May 1, 2006

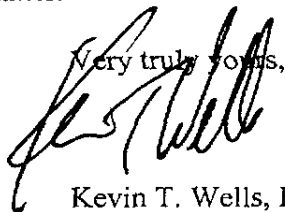
Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Certificate of Amendment
Palma Sola Shores Condominium Association, Inc.

Dear Sir or Madam:

Please file the enclosed original Certificate of Amendment and attached Amended and Restated Articles of Incorporation for the above-referenced corporation. Also enclosed is a check in the amount of \$43.75 for the filing fee and the fee for providing us a certified copy of the Articles.

Thank you for your assistance in this matter.

Very truly yours,


Kevin T. Wells, Esquire

KTW/elp
Enclosures

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
PALMA SOLA SHORES CONDOMINIUM ASSOCIATION, INC.
A Corporation Not for Profit

FILED
06 MAY -3 PM 10:50
TALLAHASSEE, FLORIDA

ARTICLE 1
NAME AND IDENTITY

These Articles of Incorporation are for Palma Sola Shores Condominium Association, Inc., a corporation not for profit organized and existing under Chapters 617 and 718 of the Florida Statutes, hereinafter called the "Association".

ARTICLE 2
ADDRESS OF PRINCIPAL OFFICE & MAILING ADDRESS

The Association's principal office address and mailing address is 2107 Palma Sola Blvd., #102, Bradenton, FL 34209 or at such other place in Manatee County, Florida as the Board of Directors may determine.

ARTICLE 3
PURPOSES AND POWERS

3.1. Purpose. The purpose for which the Association is formed is to provide an entity pursuant to the Condominium Act for the operation of Palma Sola Shores Condominium (the "Condominium") as a governing association and the managing entity within the meaning of Chapter 718, Florida Statutes (the "Condominium Act") in accordance with the Declaration of Condominium originally recorded at Official Records Book 1169, Page 2456 of the Public Records of Manatee County, Florida, as it may lawfully be amended and/or supplemented from time to time (the "Declaration"), and its exhibits thereto, as they may be lawfully amended and/or supplemented from time to time (collectively the "Condominium Documents").

3.2. Association Powers and Duties. The Association shall have all of the common law and statutory powers of a corporation not for profit, including all the powers and duties reasonably necessary or convenient to operate the Condominium and act as its managing entity pursuant to the Condominium Documents except as expressly limited or modified by these Articles, the Condominium Documents or the Condominium Act, as they may hereafter be amended, including but not limited to the following specific powers and duties:

- (a) To levy, collect and enforce annual and special assessments against Members of the Association to defray the cost, expenses and losses of the Condominium, and to use the proceeds of such assessments in exercising the Association's powers and performing its duties.
- (b) To protect, maintain, repair, replace and operate the Condominium Property.
- (c) To purchase insurance upon the Condominium Property for the protection of the Association and its Members.

- (d) To enforce by legal means the provisions of the Condominium Act, the Condominium Documents, and any Rules and Regulations promulgated by the Association.
- (e) To grant, relocate or modify such easements that constitute part of or cross the Common Elements or Association Property or otherwise as may be not inconsistent with the Condominium Documents, upon approval of the Board.
- (f) To enter contracts for the management or maintenance of the Condominium Property, and any other property of the Association, and to delegate any powers and duties of the Association in connection therewith, except such powers or duties as may be expressly required by the Condominium Documents or by applicable law to be exercised by the Board or the Members.
- (g) To employ personnel, including accountants, architects, attorneys, appraisers, surveyors, engineers and other professional personnel, to furnish services required for the operation of the Condominium.
- (h) To borrow funds from a bank or other lending institution and to levy special assessments to repay the loan without a vote of the members, if reasonably necessary to carry out the other powers and duties of the Association; and to borrow funds from reserve accounts if approved as provided in the Condominium Act.
- (i) To adopt, amend and enforce reasonable rules and regulations governing the use of the Condominium, Units, and the operation of the Association.
- (j) To enter into agreements, or acquire leaseholds, memberships and other possessory, ownership or use interests in lands or facilities, if they are intended to provide enjoyment, recreation or other use or benefit to the Owners of the Units.
- (k) To reconstruct improvements after casualty and to further improve the Condominium Property.
- (l) To sue and be sued.
- (m) To acquire, own, hold, improve, maintain, repair, replace, convey, sell, lease, transfer and otherwise dispose of real or personal property of any kind or nature.
- (n) To exercise such other power and authority to do and perform every act or thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein, and as permitted by the applicable laws of the State of Florida and consistent with the Condominium Documents.

3.3 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration of Condominium of Palma Sola Shores Condominium, these Articles of Incorporation and the Bylaws.

3.4 Distribution of Income. The Association shall make no distribution of income to its Members, Directors or Officers.

3.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium of Palma Sola Shores Condominium and the Bylaws.

ARTICLE 4 NO DISTRIBUTIONS

The Association is organized and shall exist on a non-stock basis, does not contemplate pecuniary gain or profit to the Members thereof and is organized and shall exist solely for nonprofit purposes. No dividends shall be paid, and in no event shall the net earnings, income or assets of the Association be distributed to, or inure to the benefit of, its Members, Directors or Officers.

ARTICLE 5 TERM

The period of duration of the Association is perpetual.

ARTICLE 6 MEMBERSHIP

6.1. Members. The Members of the Association shall consist of all the record owners of Units in Palma Sola Shores Condominium, and upon termination of said Condominium, those who are members at the time of such termination and their successors and assigns.

6.2. Membership Privileges. The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to the Unit. Each Member shall have such rights and privileges, and be subject to such duties, obligations and restrictions, including restrictions governing the transfer of his membership, as are set forth in the Condominium Documents.

6.3 Change of Membership. Change of membership in the Association shall be established by: (a) recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and (b) delivery to the Association of a certified copy of the recorded instruments. The owner receiving title of the Unit by those instruments shall be a Member of the Association and the membership of the prior owner will be terminated.

6.4 Voting. A member of the Association shall be entitled to one vote for each Unit owned by him. The exact number of votes to be cast by owners of a Unit in the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 7 BOARD OF DIRECTORS

The affairs of the Association shall be administered by a Board of Directors comprised of at least three (3) but no more than nine (9) persons, with the exact number to be determined as provided in the Bylaws; provided, however, that the Board shall at all times be comprised of an odd number of Directors. Provisions regarding the qualification, election, term, removal and resignation of Directors shall be set forth in the Association's Bylaws.

ARTICLE 8 OFFICERS

The Officers of the Association shall consist of a President, Vice President, Secretary, Treasurer and such additional Officers as the Board of Directors may deem necessary or appropriate from time to time. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each newly constituted Board and shall serve at the pleasure of the Board.

ARTICLE 9 BYLAWS

The Bylaws of the Association are recorded as an attachment to the Declaration and may be altered, amended or repealed in the manner provided therein.

ARTICLE 10 INDEMNIFICATION

To the extent permitted by law, the Association shall indemnify and hold harmless every Director, Officer, Committee member and agent of the Association (collectively "Indemnified Party") against all expenses and liabilities, including attorneys fees, actually and reasonably incurred or imposed in connection with any legal proceeding, or settlement or appeal of such proceeding to which the Indemnified Party may be made a party because of being or having been, a Director, Officer, Committee Member or agent of the Association. The foregoing right to indemnification shall not be available if a judgment or other final adjudication establishes that the actions or omissions to act of such Indemnified Party were material to the cause adjudicated and involved one or more of the following:

- (a) willful misconduct or a conscious disregard for the best interests of the Association; or,
- (b) a violation of criminal law, unless the Indemnified Party had no reasonable cause to believe the action was unlawful; or,
- (c) an act or omission which was committed in bad faith or with malicious purpose, or any manner exhibiting wanton or willful disregard for human rights, safety or property, in an action by or in the right of someone other than the Association or a Member.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approves the settlement as being in the best interests of the Association. The foregoing right to indemnification shall be in addition to, and not exclusive of, all the rights to which a Director or Officer may be entitled.

ARTICLE 11 AMENDMENTS

Amendments to these Articles may be adopted as follows:

11.1 Amendments. Amendments to the Articles may be proposed by a majority of the Board, or upon written petition to the Board signed by Owners of not fewer than ten (10%)

percent of the Voting Interests. Any amendment to these Articles so proposed by the Board or Members shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given. Except as otherwise provided by law, a proposed amendment to these Articles shall be adopted if approved by not less than a majority of the total Voting Interests at the annual or special meeting called for that purpose, or if approved in writing by a majority of the Voting Interests without a meeting, provided that notice of any proposed amendment has been given to the Members and that the notice contains the text of the proposed amendment.

11.2 Recording Amendments. An amendment which is duly adopted pursuant to this Article shall be effective upon the filing with the Florida Department of State and recording a copy thereof in the Public Records of Manatee County, Florida, along with a Certificate of Amendment.

11.3 Limitation. No amendments shall make any changes in the qualifications for membership nor in the voting rights or property rights of Members nor any change in Sections 3.3 to 3.6 of Article 3 entitled "Powers", without approval in writing by all Members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium of Palma Sola Shores Condominium.

ARTICLE 12 REGISTERED OFFICE AND AGENT

The address of the registered agent of the Association shall be Lee Fowler, the President of the Association, whose address is 2107 Palma Sola Blvd., Lot 79, Bradenton, FL 34209-4862. The Association's Board of Directors may change the registered agent and office from time to time in the manner provided by law.

ARTICLE 13 SUBSCRIBERS

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

Lawrence E. Eyres
2107 Palma Sola Blvd., #102
Bradenton, FL 33529

Edward Lorenz
2107 Palma Sola Blvd., #54
Bradenton, FL 33529

John Ouellette
2107 Palma Sola Blvd., #24
Bradenton, FL 33529

Robert Gray
2107 Palma Sola Blvd., #18
Bradenton, FL 33529

Dorothy Lewis
2107 Palma Sola Blvd., #71
Bradenton, FL 33529

William Smits
2107 Palma Sola Blvd., #3
Bradenton, FL 33529

Carter Hayward
2107 Palma Sola Blvd., #93
Bradenton, FL 33529

CERTIFICATE OF AMENDMENT
ARTICLES OF INCORPORATION
OF
PALMA SOLA SHORES CONDOMINIUM ASSOCIATION, INC.

We hereby certify that the attached amendments to the Articles of Incorporation of Palma Sola Shores Condominium Association, Inc. were duly adopted at a special membership meeting of Palma Sola Shores Condominium Association, Inc. ("the Association") held on March 6, 2006, by the affirmative vote of not less than two-thirds (2/3rds) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the unit owners represented at such meeting in person or by proxy, pursuant to Article 9.2 of the Articles of Incorporation. The original Declaration of Condominium of Palma Sola Shores, a Condominium, was recorded at Official Records Book 1169, Page 2456 et seq., of the Public Records of Manatee County, Florida.

DATED this 12th day of April, 2006.

Signed, sealed and
delivered in the presence of:

PALMA SOLA SHORES
CONDOMINIUM ASSOCIATION, INC.

sign: Edwin L. Hollins By: Lei Fowler, President
print: Edwin L. Hollins
sign: Harold Swallow
print: Harold Swallow

Signed, sealed and delivered
in the presence of:

ATTEST:

sign: Edwin L. Hollins By: Andrea Ruiz, Secretary
print: Edwin L. Hollins
sign: Harold Swallow
print: Harold Swallow

(Corporate Seal)

FILED
06 MAY -3 AM 10:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FL
COUNTY OF Mendee

The foregoing instrument was acknowledged before me this 26 day of April, 2006,
by Liz Thiele as President of Palma Sola Shores
Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He/She is
personally known to me or has produced _____ as
identification.

NOTARY PUBLIC

sign

Helen B Hagerty

print

Helen B Hagerty
State of Florida at Large (Seal)

My Commission expires:



Helen B Hagerty
My Commission DD290445
Expires March 21, 2008

STATE OF FL
COUNTY OF Mendee

The foregoing instrument was acknowledged before me this 26 day of April, 2006,
by Spady, Rickell as Secretary of Palma Sola Shores
Condominium, Inc., a Florida corporation, on behalf of the corporation. He/She is personally
known to me or has produced _____ as identification.

NOTARY PUBLIC

sign

Helen B Hagerty

print

Helen B Hagerty
State of Florida at Large (Seal)

My Commission expires:



Helen B Hagerty
My Commission DD290445
Expires March 21, 2008