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2024 APR 17 PM 1:45

**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: PORTO VISTA COMBINED CONDOMINIUM ASSOCIATION, INC.

DOCUMENT NUMBER: N20000006682

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

Please return all correspondence concerning this matter to the following:

J. Geoffrey Pflugner

Name of Contact Person

Icard, Merrill, Cullis, Timm Furen & Ginsburg, P.A.

Firm/ Company

8470 Enterprise Circle, Suite 201

Address

Bradenton, FL 34202

City/ State and Zip Code

jpflugner@icardmerrill.com

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

For further information concerning this matter, please call:

J. Geoffrey Pflugner

at ( 941-907-0006 )

Name of Contact Person

Area Code & Daytime Telephone Number

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

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☒ \$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  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF

PORTO VISTA COMBINED CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of Chapter 617 and 718 of the Florida Statutes, the Board of Directors of the corporation have unanimously approved these Amended and Restated Articles of Incorporation, which approval is documented by the signature of the secretary and acknowledgement of the president of the corporation as provided in Article XII hereof. These adopted Restated Articles of Incorporation supercede the original Articles of Incorporation and all amendments to them.

ARTICLE I  
NAME AND PRINCIPAL ADDRESS

The name of the corporation (hereinafter called the "Association") is: **PORTO VISTA COMBINED CONDOMINIUM ASSOCIATION, INC.** Its principal address is 625 N. Tamiami Trail, Venice, Florida 34285.

ARTICLE II  
TERM OF EXISTENCE

The term for which this Association is to exist shall be perpetual.

ARTICLE III  
PURPOSES

The specific primary purposes for which the Association is formed are to provide for the preservation of property values, amenities and opportunities relative to the tracts of real property known as Porto Vista "A", a condominium, Porto Vista "B", a condominium, Porto Vista "C", a condominium and Porto Vista "D", a condominium, all lying and being in The City of Venice, Sarasota County, Florida (the "Property") and for the management of the Association and the maintenance of the land and improvements thereon or therein, and to this end to subject the Property to protective covenants, conditions, and restrictions which promote the general welfare of owners of property within the above-described Properties.

In furtherance of such purposes, the Association shall have power to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in those certain Declarations of Condominium of Porto Vista "A", a condominium, Porto Vista "B", a condominium, Porto Vista "C", a condominium and Porto Vista "D", a condominium, hereinafter called the "Declaration", applicable to their respective Property,

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CLERK OF DISTRICT COURT  
STATE OF FLORIDA

recorded in the public records of Sarasota County, Florida, as the same may be amended from time to time as therein provided;

(b) Enforce the provisions of each Declaration in its name;

(c) Affix, levy and collect, and enforce payment by any lawful means, of all charges and assessments pursuant to the terms of each Declaration, and pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges or assessments levied on or imposed against the property of the Association;

(d) Acquire (by gift, purchase or otherwise), own, hold, and improve, build upon, operate, maintain, convey, sell, lease, transfer, grant easements, licenses and use rights, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association pursuant to the terms of each Declaration;

(e) Borrow money for authorized purpose and Common Expense, in accordance with the terms of each Declaration;

(f) Dedicate, sell or transfer all or any part of each Condominium Property, as defined in each Declaration, or its other property to any public agency, authority, or utility for such purposes;

(g) Participate in mergers and/or consolidations with other nonprofit corporations organized for the same purposes, as defined in the Declaration, provided that any such merger, consolidation or annexation shall have the approval of the Declarant, as defined in the Declaration;

(h) From time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Property and Common Area, as defined in each Declaration;

(i) Enter into contracts for maintenance and/or construction of the Common Elements as defined in each Declaration;

(j) Have and exercise any and all powers, rights and privileges of a non-profit corporation organized under Chapter 617 of the Florida Statutes, as well as those provided for in the Condominium Act under Chapter 718 of the Florida Statutes, as amended from time to time.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against owners as provided in each Declaration, and no part of the assets or net earnings of the Association will inure to the benefit of its members, trustees, directors, officers, or other private persons, except as provided by law.

#### **ARTICLE IV MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit, as defined in each Declaration, which is subject by each Declaration to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, as defined in each Declaration, which is subject to assessment by the Association, and is transferred only and automatically by conveyance of title to a Unit, as defined in each Declaration.

#### **ARTICLE V REGISTERED OFFICE AND AGENT**

The street address of the registered office of the Association is 8470 Enterprise Circle, Suite 201, Bradenton, Florida 34202. The Board of Directors may change the location of the registered office of said Association from time to time to any other address in Florida. The initial registered agent at the aforesaid address shall be Kelly C. Causey.

#### **ARTICLE VI VOTING RIGHTS**

PORTO VISTA OF VENICE DEVELOPMENT COMPANY BUILDING A, LLC, PORTO VISTA OF VENICE DEVELOPMENT COMPANY BUILDING B, LLC, PORTO VISTA OF VENICE DEVELOPMENT COMPANY BUILDING C, LLC and PORTO VISTA OF VENICE DEVELOPMENT COMPANY BUILDING D, LLC, each a Florida limited liability company, as "Declarant" under the respective Declaration, shall have the right to appoint a majority of the Board of the Association until the first of the following occurs (the "Turnover"):

- (i) December 31, 2024; (ii) turnover obligations as set forth in Florida Statute 718.301(1); or,
- (iii) Declarant, in its sole and absolute discretion, elects at any time to terminate its right to appoint the Board of the Association. After Turnover, each Owner shall have one vote for each Unit owned.

#### **ARTICLE VII BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association, but at no time shall be less than three (3). Upon Turnover to the Unit Owners, this Association shall be managed by a Board of five (5) Directors. Any Director may succeed himself in office. At the first annual meeting after Turnover, the members shall elect two Directors for a term of one year and three Directors for a term of two

years, with the candidates receiving the highest number of votes being elected to the two year terms to initiate a staggered Board. At each annual meeting thereafter, Directors shall serve for a term of two years. The names and addresses of the persons who are to serve as the initial Directors until the selection of their successors are:

Jayne E. Parrish	625 N. Tamiami Trail, Venice, Florida	34285
Marek Wojcicki	625 N. Tamiami Trail, Venice, Florida	34285
Stephanie L. Tancey	625 N. Tamiami Trail, Venice, Florida	34285

## **ARTICLE VIII OFFICERS**

The affairs of the Association shall be administered by a President, a Vice President, a Secretary, a Treasurer and such other officers as may be designated by the Bylaws, and at the times and in the manner prescribed in the Bylaws. The names and addresses of the initial officers who shall serve until their death, resignation, removal or until successors are designated are as follows:

Jayne E. Parrish	President
Marek Wojcicki	Vice President
Stephanie L. Tancey	Secretary/Treasurer

## **ARTICLE IX NAME AND ADDRESSES OF INCORPORATORS**

The name and address of the original incorporator to the Articles was:

Kelly C. Causey, Esq. 8470 Enterprise Circle, Suite 201, Bradenton, Florida 34202

## **ARTICLE X INDEMNIFICATION**

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil or criminal, administrative or investigative (whether or not by or in the right of the Association), by reason of the fact that he/she is or was a Board appointed agent, committee member, director and/or officer of the Association, against any and all expenses (including attorney's fees, court costs and appellate costs and fees), judgments, fines and amounts paid in settlement incurred in connection with such action, suit or proceeding, except for an officer and/or director who is adjudged guilty of willful misfeasance or willful malfeasance in the performance of his duties. Such right of indemnification shall apply to any action, claim or proceeding relating to a period of time during which this indemnification clause was in full force and effect. The Association is authorized to purchase insurance to provide funds for the indemnification hereinabove set forth,

and, if such insurance is purchased but the proceeds of the same are not sufficient to cover the cost of indemnification, then the deficiency shall be paid from Association funds. If there are no funds available to pay the cost of the indemnification or deficiency resulting from insufficient insurance coverage, then the Board of Directors shall assess the membership to cover such costs or borrow such funds as are necessary to fund any such deficiency. This indemnification is an absolute right, and such assessments shall be made notwithstanding any other provisions contained herein to the contrary. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which the indemnitees are entitled, including, without limitation, those conferred under Florida law or the Bylaws, Articles or any agreement executed by the Association.

## **ARTICLE XI BYLAWS**

The Bylaws of the Association shall be initially made and adopted by its first Board of Directors.

## **ARTICLE XII AMENDMENTS**

After Turnover, amendments to these Articles of Incorporation may be proposed by persons entitled to cast 25% of the votes entitled to be cast by the Owners, as defined in the Declarations, or by a majority of the Board of Directors and shall be amended, altered, supplemented or modified by the membership at any annual meeting of the Association, or at any special meeting duly called for such purpose, by the affirmative vote of no less than a majority of the total number of voting interests of the four separate condominiums (40 total voting interests). Prior to Turnover, amendments to these Articles of Incorporation may be made by a majority vote of the Board of Directors. Said Amendment(s) shall be effective when a copy thereof, signed by the Secretary or an Assistant Secretary and executed and acknowledged by the President or Vice President, has been filed with the Florida Secretary of State.

## **ARTICLE XIII DISSOLUTION; MERGER; CONSOLIDATION**

The Association may be merged or consolidated with another association not for profit, or may be dissolved, with the assent given in writing and signed by not less than a seventy five percent of all of the voting interests of the four separate condominiums (40 total voting interests). Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to the purposes of the Association set forth herein and in the Declaration, in accordance with Florida Statutes, Sections 617.011 and 617.05, as amended from time to time.

**ARTICLE XIV  
INTERPRETATION**

These Amended and Restated Articles are as a result of the Merger of the four condominium associations identified in ARTICLE III hereof. Each condominium remains intact as a separate and distinct condominium under Chapter 718 Florida Statutes. The result of the Merger being that the surviving association is charged with the management of each of the four separate and distinct condominiums pursuant to ARTICLE III hereof.

Express reference is made to the terms and provisions of each Declaration where necessary to interpret, construe and clarify the provision of these Articles. All terms defined in the Declarations shall have the same meaning where used herein, unless specifically amended hereby. To the extent possible, these Articles shall be construed, interpreted and applied in a manner consistent and not in conflict with the terms and application of each Declaration.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> day of April, 2024.

PORTO VISTA COMBINED CONDOMINIUM ASSOCIATION, INC.

By: Stephanie L. Tancey  
Stephanie L. Tancey  
Secretary

ACKNOWLEDGED:

Jayne E. Parrish  
Jayne E. Parrish, as President

Having been named Registered Agent to accept service of process for PORTO VISTA COMBINED CONDOMINIUM ASSOCIATION, INC., at the registered office designated in the Articles, I hereby agree to act in this capacity, and I further agree to comply with the provisions of this Florida Statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 607.325, Florida Statutes.

Kelly C. Causey  
Kelly C. Causey, Registered Agent



AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF

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CLERK OF STATE  
TAMPA

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TERM OF EXISTENCE**

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PURPOSES**

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In furtherance of such purposes, the Association shall have power to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in those certain Declarations of Condominium of Porto Vista "A", a condominium, Porto Vista "B", a condominium, Porto Vista "C", a condominium and Porto Vista "D", a condominium, hereinafter called the "Declaration", applicable to their respective Property,

recorded in the public records of Sarasota County, Florida, as the same may be amended from time to time as therein provided;

(b) Enforce the provisions of each Declaration in its name;

(c) Affix, levy and collect, and enforce payment by any lawful means, of all charges and assessments pursuant to the terms of each Declaration, and pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges or assessments levied on or imposed against the property of the Association;

(d) Acquire (by gift, purchase or otherwise), own, hold, and improve, build upon, operate, maintain, convey, sell, lease, transfer, grant easements, licenses and use rights, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association pursuant to the terms of each Declaration;

(e) Borrow money for authorized purpose and Common Expense, in accordance with the terms of each Declaration;

(f) Dedicate, sell or transfer all or any part of each Condominium Property, as defined in each Declaration, or its other property to any public agency, authority, or utility for such purposes;

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Marek Wojcicki	625 N. Tamiami Trail, Venice, Florida	34285
Stephanie L. Tancey	625 N. Tamiami Trail, Venice, Florida	34285

#### **ARTICLE VIII OFFICERS**

The affairs of the Association shall be administered by a President, a Vice President, a Secretary, a Treasurer and such other officers as may be designated by the Bylaws, and at the times and in the manner prescribed in the Bylaws. The names and addresses of the initial officers who shall serve until their death, resignation, removal or until successors are designated are as follows:

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Marck Wojcicki	Vice President
Stephanie L. Tancey	Secretary/Treasurer

#### **ARTICLE IX NAME AND ADDRESSES OF INCORPORATORS**

The name and address of the original incorporator to the Articles was:

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#### **ARTICLE X INDEMNIFICATION**

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil or criminal, administrative or investigative (whether or not by or in the right of the Association), by reason of the fact that he/she is or was a Board appointed agent, committee member, director and/or officer of the Association, against any and all expenses (including attorney's fees, court costs and appellate costs and fees), judgments, fines and amounts paid in settlement incurred in connection with such action, suit or proceeding, except for an officer and/or director who is adjudged guilty of willful misfeasance or willful malfeasance in the performance of his duties. Such right of indemnification shall apply to any action, claim or proceeding relating to a period of time during which this indemnification clause was in full force and effect. The Association is authorized to purchase insurance to provide funds for the indemnification hereinabove set forth,

and, if such insurance is purchased but the proceeds of the same are not sufficient to cover the cost of indemnification, then the deficiency shall be paid from Association funds. If there are no funds available to pay the cost of the indemnification or deficiency resulting from insufficient insurance coverage, then the Board of Directors shall assess the membership to cover such costs or borrow such funds as are necessary to fund any such deficiency. This indemnification is an absolute right, and such assessments shall be made notwithstanding any other provisions contained herein to the contrary. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which the indemnitees are entitled, including, without limitation, those conferred under Florida law or the Bylaws, Articles or any agreement executed by the Association.

#### **ARTICLE XI BYLAWS**

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#### **ARTICLE XII AMENDMENTS**

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ARTICLE XIV  
INTERPRETATION

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Express reference is made to the terms and provisions of each Declaration where necessary to interpret, construe and clarify the provision of these Articles. All terms defined in the Declarations shall have the same meaning where used herein, unless specifically amended hereby. To the extent possible, these Articles shall be construed, interpreted and applied in a manner consistent and not in conflict with the terms and application of each Declaration.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10<sup>th</sup> day of April, 2024.

PORTO VISTA COMBINED CONDOMINIUM ASSOCIATION, INC.

By: Stephanie L. Tancey

Stephanie L. Tancey  
Secretary

ACKNOWLEDGED:

Jayne E. Parrish  
Jayne E. Parrish, as President

Having been named Registered Agent to accept service of process for PORTO VISTA COMBINED CONDOMINIUM ASSOCIATION, INC., at the registered office designated in the Articles, I hereby agree to act in this capacity, and I further agree to comply with the provisions of this Florida Statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 607.325, Florida Statutes.

Kelly C. Causey  
Kelly C. Causey, Registered Agent