

N27055

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LOBECK & HANSON

PROFESSIONAL ASSOCIATION

March 1, 2001

FILED

01 MAR -5 PM 4:15

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS

PERSONAL INJURY
FAMILY LAW
ESTATES AND TRUSTS
CRIMINAL DEFENSE
CIVIL LITIGATION

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

Re: Certificate of Amendment
Long Common Condominium Association, Inc.

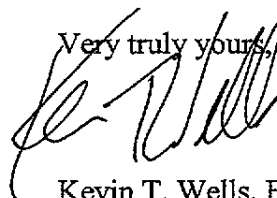
Dear Sir or Madam:

Enclosed for filing is an original Certificate of Amendment and attached Amended and Restated Articles of Incorporation for the above-referenced corporation and a check in the amount of \$35.00 for the filing fee. After the documents have been filed, please return the filing receipt to me at your convenience.

Thank you for your courtesies and assistance in this matter.

900003797969--8
-03/05/01--01085--009
*****35.00 *****35.00

Very truly yours,



Kevin T. Wells, Esquire

KTW/elk
Enclosures

Amend + Restate Arts
3-8-01
AKS

CERTIFICATE OF AMENDMENT
ARTICLES OF INCORPORATION
OF
LONG COMMON CONDOMINIUM
ASSOCIATION, INC.

FILED

01 MAR -5 PM 4:15

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We hereby certify that the attached amendments to the Articles of Incorporation of Long Common Condominium Association, Inc. were duly adopted at an annual meeting of the membership held on December 21, 2000, by the affirmative vote of not less than a majority of all unit owners, pursuant to Article XV of the Articles of Incorporation. The Declaration of Condominium of Long Common, a Condominium is originally recorded at Official Records Book 2042, Page 1108 et seq. of the Public Records of Sarasota County, Florida and was re-recorded at Official Records Book 2043, Page 1575 et seq. of the Public Records of Sarasota County, Florida.

DATED this 18 day of January, 2001.

Signed, sealed and
delivered in the presence of:

sign:

Lewis E. Harrower

print:

LEWIS E. HARROWER

sign:

Denise E. Scheu

print:

Denise E. Scheu

Signed, sealed and
delivered in the presence of:

sign:

Sally Larson

print:

SALLY LARSON

sign:

Lewis E. Harrower

print:

LEWIS E. HARROWER

LONG COMMON CONDOMINIUM
ASSOCIATION, INC.

By:

Jim Churton

Jim Churton, President

(Corporate Seal)

By:

Jerry Larson

Jerry Larson, Secretary

Prepared by Kevin T. Wells, Esquire
and Return to: Lobeck & Hanson, P.A.
2033 Main St., Suite 403
Sarasota, Florida 34237
(941) 955-5622

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of January, 2001, by Jim Churton as President of Long Common Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

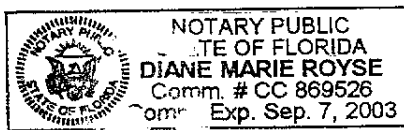
NOTARY PUBLIC

sign

Diane Marie Royse

print

State of Florida at Large (Seal)
My Commission expires:



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of January, 2001, by Jerry Larson as Secretary of Long Common Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

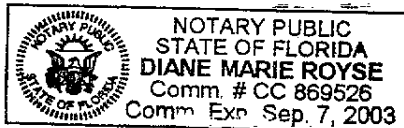
NOTARY PUBLIC

sign

Diane Marie Royse

print

State of _____ at Large (Seal)
My Commission expires:



AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LONG COMMON CONDOMINIUM ASSOCIATION, INC.

*[Substantial rewording of Articles of Incorporation.
See existing Articles of Incorporation for present text.]*

By these Articles of Incorporation, the unit owners of Long Common, a Condominium (herein, "the Condominium"), located in Sarasota County, Florida, associate themselves as a corporation not for profit under Chapter 617, Florida Statutes. The original Articles of Incorporation of the Association were recorded in the Official Records of Sarasota County, Florida at Book 2043, Page 1605 et seq. and were filed with the Office of Secretary of State on June 21, 1988, Charter Number N27055.

ARTICLE 1.
NAME AND ADDRESS

The name of the corporation shall be LONG COMMON CONDOMINIUM ASSOCIATION, INC. (herein, "the Association"). The street address of the initial principal office of the corporation shall be 5037 Ringwood Meadow, Sarasota, Florida, or as otherwise determined from time to time by the Association Board of Directors.

ARTICLE 2.
PURPOSE

2.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as it may be amended from time to time (herein, "the Condominium Act"), for the operation of Long Common, a Condominium, located in Sarasota County, Florida.

2.2 Distribution of Income. The Association shall be organized as a Florida corporation not for profit and as such it shall issue no stock and make no distribution of income to its members, directors or officers.

ARTICLE 3.
POWERS

3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation, the Association Bylaws, the Declaration of Condominium or the Condominium Act.

3.2 Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act and those set forth in the Declaration of Condominium of Long Common, a Condominium (herein, "the Declaration") and the Association Bylaws, as they may be amended from time to time, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and the Condominium Act, including, but not limited to, the following:

- (a) To make and collect assessments against members as unit owners to defray the expenses and losses of the Association.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the condominium property, which shall include the irrevocable right of access to each unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements or any portion of the unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or a unit or units.
- (d) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- (e) To reconstruct improvements after casualty and to further improve the condominium property.
- (f) To make and amend reasonable rules regarding the use and occupancy of the units and common elements of the Condominium.
- (g) To approve or disapprove the transfer, lease, mortgage and ownership of units in the Condominium.
- (h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Association Bylaws and the Association Rules.
- (i) To contract for the management and maintenance of the condominium property and to delegate to such contractor any powers and duties of the Association, except such as are specifically required by the Declaration of Condominium of the Condominium, these Articles of Incorporation, the Association Bylaws or by the Condominium Act to have the approval of Board of Directors or the unit owners.

(j) To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Condominium.

(k) To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use benefits of the unit owners.

(l) To purchase a unit or units in the Condominium in accordance with the provisions of the Declaration and to hold, lease, mortgage and convey the same.

3.3 Assets Held in Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Association Bylaws.

3.4 Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Association Bylaws.

ARTICLE 4. MEMBERS

4.1 Members. The members of the Association shall consist of all of the record owners of units in the Condominium shown by recordation of a deed or other instrument in the Public Records of Sarasota County, Florida. Membership shall terminate automatically as a member's vested interest in the fee title to the unit 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 rights to the trustee as provided in the Declaration of Condominium. In the event a unit is owned by a legal entity other than a natural person, the officer, director, trustee or other official so designated by such legal entity shall exercise its membership rights and after termination of the Condominium shall consist of those who are members at the time of such termination, their successors and assigns.

4.2 Change of Membership. After receiving the written approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a Deed or other instrument establishing title to a unit in the Condominium and the delivery to the Association of a certified copy of a deed or other instrument. The owner designated by such instrument thereby

becomes a member of the Association and the membership of the prior owner is automatically terminated.

4.3 Limitation on Transfer of Shares of Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated nor transferred in any manner, except as an appurtenance to the member's unit.

4.4 Vote. Each condominium unit shall be entitled to one (1) vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled shall be apportioned among the owners and their interests may appear, or may be exercised by one of such joint owners by the remainder of the joint owners filing a voting certificate with the Secretary of the Association. The manner of exercising voting rights shall be determined by the Declaration of Condominium, these Articles and the Association Bylaws.

ARTICLE 5. DIRECTORS

5.1 Board of Directors. The affairs of the Association shall be managed by the Board of Directors, composed as provided in the Association Bylaws, but in no event consisting of less than three (3) Directors. A Director must fulfil all requirements of eligibility provided in the Association Bylaws and Declaration of Condominium.

5.2 Election of Directors. Directors of the Association shall be elected at the annual meeting of members in the manner determined by the Association Bylaws and the Condominium Act. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association Bylaws and the Condominium Act.

ARTICLE 6. OFFICERS

The affairs of the Association shall be administered by the officers designated in the Association Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE 7. INDEMNIFICATION

7.1 Indemnity. 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 contemplated action, suit or proceedings,

whether civil, criminal, administrative or investigative, by reason of the fact that the person 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 the person in connection with such action, suit or proceedings, unless: (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that the person did not act in good faith, nor in a manner the person 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 the person had reasonable cause to believe the conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, or itself, create a presumption that the person did not act in good faith and in a manner which the person 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 the person's conduct was unlawful.

7.2 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 Article 7.1 herein, or in defense of any claim, issued or matter therein, the person shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by the person in connection therewith.

7.3 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 proceedings 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 the person is entitled to be indemnified by the Association as authorized in this Article 7.

7.4 Miscellaneous. The indemnification provided by this Article 7 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.

7.5 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 the person and incurred by the person in any such capacity, or arising out of the person's

status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article 7.

7.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 7 may not be amended without the prior written consent of the persons whose interest would be adversely affected by such amendment.

ARTICLE 8. BYLAWS

The Association Bylaws may be amended in the manner provided by the Bylaws.

ARTICLE 9. AMENDMENTS

9.1 Amendments. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) The text of a proposed amendment shall be included in or with the notice of the meeting at which the proposed amendment is considered.

(b) An amendment may be proposed either by the Board of Directors or by no less than twenty percent (20%) of the members who call a special meeting of the Association in the manner provided in the Bylaws. Except as elsewhere provided, approval of an amendment must be by an affirmative vote of not less than a simple majority of all unit owners. All rights conferred upon the members are granted subject to the members' right to amend these Articles of Incorporation.

9.2 Limitation on Amendments and Certification. No amendment shall be made which is in conflict with the Condominium Act or the Declaration of Condominium. A copy of each amendment shall be certified by the Secretary of State and shall be recorded in the Public Records of Sarasota County, Florida.

ARTICLE 10. TERM

The term of the Association shall be perpetual unless dissolved according to law.

**ARTICLE 11.
SUBSCRIBERS**

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

<u>Name</u>	<u>Address</u>
Robert Warnock	4444 Long Common Lane Sarasota, Florida 34235
Timothy Towell	5866 Deer Hollow Lane East Sarasota, Florida 34232
Patricia Lewis	4533 Wilkinson Road Sarasota, Florida 34233

**ARTICLE 12.
REGISTERED OFFICE AND AGENT**

The registered office of the Association, until otherwise determined by the Board of Directors, shall be 4840 Sunday Court, Sarasota, FL 34235 and the registered agent of the Association at that office, until otherwise determined by the Board of Directors, shall be Diane Royse.