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2010 APR -2 AM 9:41  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Amend &  
Restated Articles  
SJ



DANIEL J. LOBECK  
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*THE LAW OFFICES OF*  
**LOBECK & HANSON**  
*PROFESSIONAL ASSOCIATION*

CONDOMINIUM  
COOPERATIVE AND  
COMMUNITY  
ASSOCIATIONS  
CIVIL LITIGATION  
PERSONAL INJURY  
FAMILY LAW  
LAND USE LAW  
ESTATES AND TRUSTS

*\*FLA. SUPR. CT. CERTIFIED MEDIATOR*

*\*\*ALSO ADMITTED IN MASS., N.Y., D.C.*

March 30, 2010

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

Re: Certificate of Amendment  
The Pierre Association, Inc.

To whom it may concern:

Please find enclosed an original Certificate of Amendment and attached Amendment to the Articles of Incorporation for the above-referenced corporation and a check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Very truly yours,

  
Jeremy V. Anderson

JVA/pft  
Enclosure



FILED  
2010 APR -2 AM 9:41  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
FOR  
THE PIERRE ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved and adopted at a Meeting of the Association Membership originally held on February 11, 2010 and reconvened on March 10, 2010, by the affirmative vote of not less than two-thirds (2/3) of the Association membership and by not less than two-thirds (2/3) of the membership of the Board of Directors, which is sufficient for adoption under Article 9.1 of the Articles of Incorporation.

DATED this 26 day of MARCH, 2010.

Signed, sealed and delivered  
in the presence of:

sign: Mark G. Culland

print: Mark A. Culland

sign: Esmeralda Theron

print: Esmeralda Theron

THE PIERRE ASSOCIATION, INC.

By: Irwin Lowenstein  
Irwin Lowenstein, President

Signed, sealed and delivered  
in the presence of:

sign: Mark G. Culland

print: Mark A. Culland

sign: Esmeralda Theron

print: Esmeralda Theron

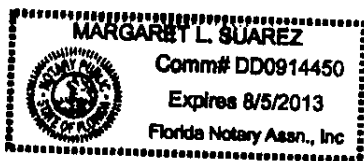
Attest: Gerald F. Ross, Secretary (asst.)

(Corporate Seal)



STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 26 day of March, 2010, by Irwin Lowenstein as President of The Pierre Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

sign

print

Margaret L. Suarez

Margaret L. Suarez

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 26 day of March, 2010, by Gerald F. Ross as Asst. Sec. of The Pierre Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

sign

print

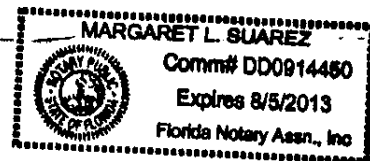
Margaret L. Suarez

Margaret L. Suarez

State of FLORIDA at Large (Seal)

My Commission expires:

Prepared by: Jeremy V. Anderson, Esq.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237





Prepared by and return to:  
Jeremy V. Anderson, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
(941) 955-5622 (Telephone)  
(941) 951-1469 (Facsimile)

FILED  
2010 APR -2 AM 9:42  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**THE PIERRE ASSOCIATION, INC.**

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

The unit owners of THE PIERRE, a Condominium (herein, the "Condominium"), located in Sarasota County, Florida, hereby adopt these Amended and Restated Articles of Incorporation as the Articles of Incorporation of THE PIERRE ASSOCIATION, INC. The original Articles of Incorporation of THE PIERRE ASSOCIATION, INC. were filed in the Office of the Florida Secretary of State on August 2, 1988. The original Declaration of Condominium of THE PIERRE, A CONDOMINIUM was recorded at Official Records Book 2246, Page 628 et seq. of the Public Records of Sarasota County, Florida.

**ARTICLE 1.**  
**NAME**

The name of this corporation shall be THE PIERRE ASSOCIATION, INC. (herein, "the Association"). The principal office of the Association shall be located at 455 Longboat Club Road Longboat Key, FL 34228. The mailing address of the Association shall be 455 Longboat Club Rd., Longboat Key, Florida 34228, c/o of the Manager's Office. The Board of Directors of the Association may change the principal office and mailing address of the Association from time to time.

**ARTICLE 2.**  
**PURPOSE**

**2.1. Purpose.** The purpose of the Association is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein, the "Condominium Act") for the operation and management of the affairs and property of the Condominium.

**2.2. Distribution of Income.** The Association shall issue no stock and make no distribution of income to its Directors, officers or members; provided, that the foregoing shall not prevent a Director, officer or member from providing services, as an individual, to the Association.



### **ARTICLE 3. POWERS**

**3.1. Common Law and Statutory Powers.** The Association has 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 Declaration of Condominium, the Association Bylaws or Chapter 718, Florida Statutes, as amended from time to time (herein, the "Condominium Act").

**3.2. Specific Powers.** The Association shall have all of the powers and duties of an association set forth in the Condominium Act and all of the powers and duties reasonably necessary to manage, maintain and operate the Condominium pursuant to the Declaration of Condominium for the Condominium, as it may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments 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.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To charge interest and late charges on delinquent or past due assessments and to accelerate the assessments of a member delinquent in payment of any installment of assessments for common expenses as provided in Declaration.
- (d) To charge a use fee against Unit Owners for the use of designated Association property or certain designated portions of the common elements.
- (e) To acquire, own, maintain, manage, repair, replace and operate the Condominium Property and all other property, improvements and facilities serving the Condominium or its Unit Owner members, whether located within or outside the Condominium property, including the maintenance, repair and replacement of drainage facilities serving the Condominium.
- (f) To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.
- (g) To make and amend reasonable Rules and Regulations respecting the use and occupancy of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners. All such Rules and Regulations and amendments thereto shall be approved by the Board of Directors of the Association. Copies of the Rules and Regulations are available in the Manager's office.
- (h) To approve or disapprove the transfer, lease, loan, and ownership of Units in the Condominium.
- (i) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association and the Rules and Regulations for use of the Condominium Property.
- (j) To contract for the management of the Condominium with third party contractors and to delegate to such contractor specific powers and duties of the Association, except as such are



specifically required by the Declaration of Condominium or the Florida Condominium Act to have the approval of Directors or the members of the Association.

(k) To contract for the management or operation of all the portions of the common elements.

(l) To employ personnel to perform the services required for proper management maintenance and operation of the Condominium.

(m) 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 Bylaws relative thereto.

(n) To obtain loans to provide funds for operating, maintaining, repairing, replacing and improving the Condominium and to pledge the income of the Association from assessments against Unit Owners as security for such loans.

**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. Emergency Powers.** For purposes of this Article only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or man-made, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Association's Board of Directors may exercise the emergency powers provided to Florida corporations by Section 617.0207 and Section 617.303, Florida Statutes, and as may be provided in the Condominium Act.

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

## **ARTICLE 4. MEMBERS**

**4.1. Members.** The members of the Association shall consist of all of the record owners of Units in the Condominium from time to time.

**4.2. Termination and Change of Membership.** Membership shall terminate automatically and immediately as a member's vested present interest in the title to the condominium Unit terminates. After receiving any 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 of a deed or other instrument establishing a



change of record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The Owner(s) designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior Owner(s) is terminated.

**4.3. Limitation on Transfer of Shares of Assets.** A member cannot assign, hypothecate or transfer in any manner his or her share in the funds and assets of the Association, except as an appurtenance to the member's Unit.

**4.4. Voting.** Each Unit is entitled to one (1) vote regardless of the number of owners. There shall be a total of 67 votes (voting interests) in the Association. The exact manner of exercising voting rights shall be determined by the Bylaws of the Association.

## **ARTICLE 5. DIRECTORS**

**5.1. Board of Directors.** The Board of Directors shall manage the affairs of the Association. The Bylaws shall state the number of Directors, but in no event less than three (3) and in the absence of such determination shall consist of three (3) Directors. A Director must fulfill all requirements of eligibility provided in the Declaration of Condominium, Association Bylaws and by law. A Director has a fiduciary duty to the members and to the Association.

**5.2. Election of Directors.** The membership shall elect Directors at the annual meeting of the members, in the manner determined by the Association Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association Bylaws and according to the Condominium Act.

## **ARTICLE 6. OFFICERS**

The Association officers shall manage the affairs and operation of the Association. The Board of Directors shall elect officers at its first meeting following the annual meeting of the members of the Association. Officers serve at the pleasure of the Board of Directors. Every officer has a fiduciary duty to the members and to the Association.

## **ARTICLE 7. INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**7.1. Indemnification.** The Association shall indemnify every Director, officer and every member of the Association serving the Association at its specific request against all expenses and all liabilities, including but not limited to trial and appellate counsel fees, reasonably incurred by or imposed upon a Director in connection with any proceeding or any settlement of any proceeding to which the Director may be a party, or in which the Director may become involved by reason of his or her being or having been a Director, officer of the Association or by reason of his or her serving or having served the Association at its request, whether or not he or she is a



Director, officer or is serving at the time such expenses and liabilities are incurred, except when the Director, officer or member is adjudged guilty (or a withholding of adjudication is entered after a plea of guilty or no contest) of an act or omission to act which is material to the cause of action and which constitutes:

(a) A violation of the criminal law. Unless the Director, officer or member had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(b) A transaction from which the Director, officer or member derived an improper personal benefit; or

(c) Willful misfeasance or malfeasance or a conscious disregard for the best interests of the Condominium Association in a proceeding by or in the right of the Condominium Association to procure a judgment in its favor or in a proceeding by or in the right of a member of the Association; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, officer or member may be entitled.

**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 above, or in defense of any claim, issue or matter therein he or she shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him or her 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 he or she is entitled to be indemnified by the Association as authorized in this Article.

**7.4. 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 by-law, 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 him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.



**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) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by not less than ten percent (10%) of the members of the Association. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3rds) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes (voting interests) of the entire membership; or by not less than two-thirds (2/3rds) of the votes of the entire membership of the Association.

(c) A copy of each amendment shall be filed with the Florida Secretary of State and shall be recorded in the Public Records of Sarasota County, Florida.

**9.2. Limitation on Amendments.** No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium or the Association Bylaws.

**ARTICLE 10.  
TERM**

The term of the Association shall be perpetual, unless sooner terminated according to law.

**ARTICLE 11.  
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as set forth in the Declaration of Condominium unless herein provided to the contrary or unless the context otherwise requires.



**ARTICLE 12.**  
**SUBSCRIBER (INCORPORATORS)**

The names and residence addresses of the subscribers (incorporators) of these Articles of Incorporation are as follows:

NAME	ADDRESS
Michael J. Furen	33 Sandy Cove Road Sarasota, FL 34242
Helen A. Read	1564 Eastbrook Drive Sarasota, FL 34231

**ARTICLE 13.**  
**REGISTERED AGENT AND OFFICE**

The registered agent and registered office of the Association shall be Argus Property Management, Inc., 2477 Stickney Point Road, 118-A, Sarasota, FL 34231, provided that the registered agent and registered office of the Association may be changed by the Association Board of Directors at any time.