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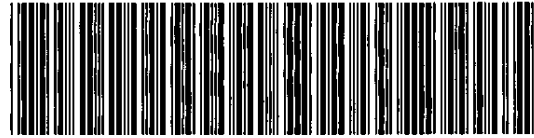
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*Amph* *slan*

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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

April 24, 2017

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

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

Re: Certificate of Amendment  
Sandpiper Beach Club Condominium Association, Inc.

To Whom It May Concern:

Please find enclosed 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.

Thank you for your assistance in this matter.

Sincerely,



Leah E. Ellington

LEE/pft  
Enclosure

**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**SANDPIPER BEACH CLUB CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved and adopted at a Meeting of the Membership held on March 16, 2017, by the affirmative vote of not less than a majority of the voting interests of the Membership, after unanimous approval by the Board of Directors, which is sufficient for adoption under Article X of the Articles of Incorporation.

DATED this 20 day of April, 2017.

Signed, sealed and delivered  
in the presence of:

sign: Debra A Byrd

print: Debra A Byrd

sign: Kang Chou

print: Dout OBERLE

SANDPIPER BEACH CLUB  
CONDOMINIUM ASSOCIATION, INC.

By: Len Wheat  
Len Wheat, President

Signed, sealed and delivered  
in the presence of :

sign: Debra A Byrd

print: Debra A Byrd

sign: Kang Chou

print: Dout OBERLE

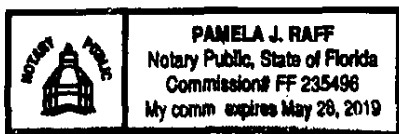
Attest: Elizabeth Davis  
Elizabeth Davis, Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20 day of April, 2017,  
by Len Wheat, as President of Sandpiper Beach Club Condominium Association, Inc. a Florida  
corporation, on behalf of the corporation. He is personally known to me or has produced  
FL ID as identification.

NOTARY PUBLIC



sign

print

*[Handwritten Signature]*

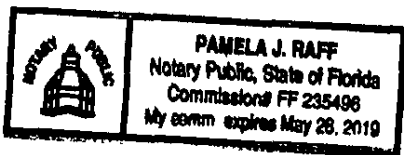
Pamela J. Raff

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20 day of April, 2017,  
by Elizabeth Davis, as Secretary of Sandpiper Beach Club Condominium Association, Inc. a Florida  
corporation, on behalf of the corporation. She is personally known to me or has produced  
FL ID as identification.



NOTARY PUBLIC

sign

print

*[Handwritten Signature]*

Pamela J. Raff

State of Florida at Large (Seal)

My Commission expires:

Prepared by: Leah E. Ellington, Esq.  
2033 Main Street, Suite 403  
Sarasota, FL 34237

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

FILED  
17 APR 26 PM 12:32  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**SANDPIPER BEACH CLUB CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE 1.**  
**NAME OF CORPORATION AND PRINCIPAL OFFICE**

The name of the corporation shall be SANDPIPER BEACH CLUB CONDOMINIUM ASSOCIATION, INC. (herein "the Association"). The principal office of the Association shall be located at 6414 Midnight Pass Road, Sarasota, Florida 34242. The Association Board of Directors (herein "the Board") may change the location of the principal office of the Association from time to time.

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

The general purpose of the Association shall be as follows: to be the "Association" as defined in Chapter 718, Florida Statutes (herein "the Condominium Act"), for the operation of the Condominium known as Sandpiper Beach Club Of Siesta Key (herein "the Condominium"), located in Sarasota County, Florida, pursuant to the provisions of the Condominium Act and Chapter 721, Florida Statutes (herein "the Florida Vacation Plan and Timesharing Act"), and as such Association, to operate and administer said Condominium and carry out the functions and duties of said Condominium, as set forth in the Declaration of Condominium and Exhibits annexed thereto.

**ARTICLE 3.**  
**DEFINITIONS**

The terms used herein shall have the same definitions as stated in the Declaration of Condominium and the Condominium Act unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration of Condominium or by the Condominium Act, the Board shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

## **ARTICLE 4. POWERS**

**4.1 GENERAL POWERS.** The Association shall have all of the statutory and common law powers of a corporation not for profit and all of the powers and duties set forth in the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes), the Condominium Act, the Florida Vacation Plan and Timesharing Act, the Declaration of Condominium, these Articles of Incorporation, and Bylaws of the Association, all as amended from time to time, except as may be limited or otherwise provided by these Articles of Incorporation or by law.

**4.2 SPECIFIC POWERS.** The specific powers of the Association shall include but not be limited to the power to contract for the management of the Condominium and recreational facilities and any other powers described in the Bylaws.

## **ARTICLE 5. MEMBERS AND VOTING RIGHTS**

**5.1 MEMBERSHIP AND VOTING RIGHTS.** All persons who are Owners within said Condominium shall automatically be members of this Association. Such membership shall automatically terminate when such person is no longer an Owner of a Condominium Parcel.

Persons who own interests in the Condominium Parcel under a plan of Interval Ownership, as defined in the Bylaws, shall be members of the Association, their rights and duties to be as defined in the Declaration.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration.

The voting rights of the Owners or parcels in said Condominium Property shall be as set forth in the Declaration and/or the Bylaws.

**5.2 CHANGE OF MEMBERSHIP.** After receiving the written approval of the Board as required by the Declaration, 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 or interest in the Condominium and the delivery to the Association of a copy of such instrument. The Board may, in its sole discretion, require a certified copy of a deed or other instrument to be provided to it. The Owner designated by such instrument thus automatically and immediately becomes a Member of the Association and the membership of the prior Owner is terminated simultaneously.

**ARTICLE 6.**  
**INCOME DISTRIBUTION**

There shall be no dividends paid to any of the members, nor shall any part of the income of the Association be distributed to its Board or Officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses, etc. The Association may pay compensation in a reasonable amount to its members, Directors and Officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court or other entity having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Association shall issue no shares of stock of any kind or nature whatsoever. Membership in the Association and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration and Bylaws.

**ARTICLE 7.**  
**TERM**

The term for which this Association shall exist shall be perpetual, unless dissolved according to law.

**ARTICLE 8.**  
**BOARD OF DIRECTORS**

The affairs and operation of the Association shall be managed by a governing board called the Board of Directors. The Bylaws shall provide for the number, election, removal, qualification and resignation of the Directors and for filling vacancies on the Board.

**ARTICLE 9.**  
**BYLAWS**

The Bylaws of the Association may be amended as provided in the Bylaws.

**ARTICLE 10.**  
**AMENDMENTS**

These Articles of Incorporation may be amended in the following manner:

**10.1 NOTICE.** The text of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is to be considered.

**10.2 PROPOSAL AND ADOPTION.** A resolution for the adoption of a proposed amendment may be proposed either by the Board or by not less than twenty percent (20%) of the

voting interests of the Association. Except as otherwise required by law, approval of a proposed amendment must be by vote at a duly noticed and convened meeting of the membership:

A. If the proposed amendment has been approved by the unanimous approval of the Board then it shall require a majority vote of the total membership to be adopted.

B. If a proposed amendment has not been approved by the unanimous vote of the Board, then it must be approved by three-fourths (3/4ths) of the total vote of the membership.

**10.3 CERTIFICATION.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Articles of Incorporation, which certificate shall be executed by the President or Vice President and attested by the Secretary of the Association with the formalities of a deed. An amendment to these Articles of Incorporation shall become effective upon filing with the Florida Secretary of State and recording a copy along with a Certificate of Amendment in the Public Records of Sarasota County, Florida.

## **ARTICLE 11. INDEMNIFICATION**

**11.1 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 contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer or committee member of the Association, against expenses (including reasonable 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 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, of itself, create a presumption that the person did not act in good faith and in a manner 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 conduct was unlawful. It is the intent of the membership, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors and committee members as permitted by Florida law.

**11.2 EXPENSES.** To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article 11.1 above, or in defense of any claim, issue or matter therein,



the person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection therewith.

**11.3 ADVANCES.** Expenses incurred in defending a civil or criminal action, suit or administrative proceeding may 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, or committee member to repay such amount unless it shall ultimately be determined that the person is not entitled to be indemnified by the Association as authorized in this Article 11, or as otherwise permitted by law.

**11.4 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 law, agreement, 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.

**11.5 INSURANCE.** The Association shall have the power to purchase and maintain insurance with reasonable deductibles on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against the person and incurred 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. Notwithstanding anything in this Article 11 to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

## **ARTICLE 12. REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be 6414 Midnight Pass Road, Sarasota, Florida 34242, and the registered agent at such address will be Doug Oberle. The Board may change the registered agent and office from time to time as permitted by law.