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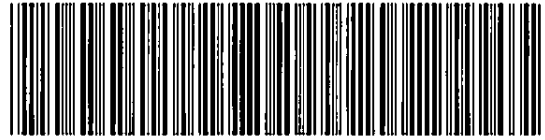
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FILED  
2024 APR 16 AM 11:44  
U.S. DISTRICT COURT  
NORTH DAKOTA  
GRAND FORK

Condominium, Homeowner  
and Cooperative Associations

Kevin T. Wells, Esq.\*  
Paul E. Olah, Jr., Esq.\*\*  
Michael W. Cochran, Esq.



CONDOMINIUM AND  
PLANNED DEVELOPMENT \*



CONSTRUCTION LAW \*\*



Law Offices of  
Wells | Olah | Cochran

Attorneys at Law

Civil Litigation  
Construction Litigation

Thomas A. Marino II, Esq.

April 11, 2024

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

Re: Certificate of Amendment  
Pelican Pointe Golf & Country Club Property Owners Association, Inc.

Dear Sir or Madam:

Please find enclosed Amendments to the Articles of Incorporation for the above-referenced corporation.

Enclosed is my firm check in the amount of \$43.75 for the filing fee and certified copy fee. Please return a certified copy to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

LAW OFFICES OF WELLS | OLAH | COCHRAN, P.A.

/s/ Paul E. Olah, Jr.

Paul E. Olah, Jr., Esq.

[polah@kevinwellspa.com](mailto:polah@kevinwellspa.com)

PEO/enl  
Enclosures

CERTIFICATE OF AMENDMENT

ARTICLES OF INCORPORATION  
OF  
PELICAN POINTE GOLF & COUNTRY CLUB  
PROPERTY OWNERS ASSOCIATION, INC.

We hereby certify that the attached amendments to the Articles of Incorporation, which Articles of Incorporation were originally filed with the Florida Department of State, Division of Corporations on January 6, 1994, were duly adopted upon the affirmative vote of a majority of the votes of the entire membership, as cast by the REPRESENTATIVES, at a duly noticed and held membership meeting on the 26<sup>th</sup> day of February, 2024 in accordance with Article IX, Section 3 of the Articles of Incorporation and otherwise in accordance with Florida law.

DATED this 26 day of February, 2024.

Signed, sealed and delivered  
in the presence of:

Pelican Pointe Golf & Country Club  
Property Owners Association, Inc.

Vanessa Diaz-Hammerick  
Witness 1 Sign

By: David Paulekas  
David Paulekas, Vice President

Vanessa Diaz-Hammerick  
Witness 1 Print

[Corporate Seal]

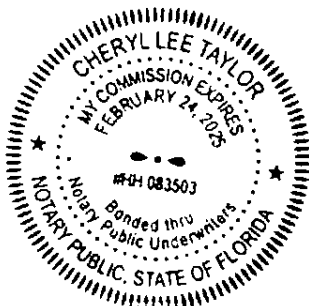
Aliyah Gutierrez  
Witness 2 Sign

ATTEST Gale Skiver  
By: Gale Skiver  
Gale Skiver, Secretary

Aliyah Gutierrez  
Witness 2 Print

State of Florida )  
County of Sarasota )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of February, 2024 by David Paulekas, as Vice President of Pelican Pointe Golf & Country Club Property Owners Association, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

Sign Cheryl Taylor

Print Cheryl Taylor

My Commission Expires: \_\_\_\_\_

CERTIFICATE OF AMENDMENT

ARTICLES OF INCORPORATION  
OF  
PELICAN POINTE GOLF & COUNTRY CLUB  
PROPERTY OWNERS ASSOCIATION, INC.

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DATED this 26 day of February, 2024.

Signed, sealed and delivered  
in the presence of:

Vanessa Diaz-Hermerick  
Witness 1 Sign

Vanessa Diaz-Hermerick  
Witness 1 Print

Aliyah Gutierrez  
Witness 2 Sign

Aliyah Gutierrez  
Witness 2 Print

Pelican Pointe Golf & Country Club  
Property Owners Association, Inc.

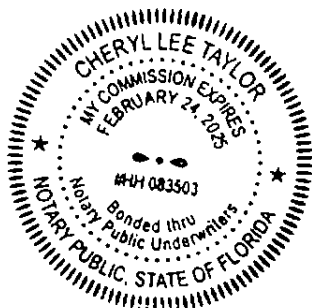
By: David Paulekas  
David Paulekas, Vice President

[Corporate Seal]

ATTEST  
By: Gale Skiver  
Gale Skiver, Secretary

State of Florida )  
County of Sarasota )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of February, 2024 by David Paulekas, as Vice President of Pelican Pointe Golf & Country Club Property Owners Association, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.



NOTARY PUBLIC

Sign Cheryl Taylor

Print Cheryl Taylor

My Commission Expires: \_\_\_\_\_

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
PELICAN POINTE GOLF & COUNTRY CLUB  
PROPERTY OWNERS ASSOCIATION, INC.,  
a Florida corporation not-for-profit**

FILED  
2024 APR 16 AM 11:41  
FLORIDA DEPT. OF STATE  
DIVISION OF CORPORATIONS

Substantial rewording. See governing documents for current text.

The MEMBERS of PELICAN POINTE GOLF & COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, adopt these Amended and Restated Articles of Incorporation of Pelican Pointe Golf & Country Club Property Owners Association, Inc. (these "ARTICLES"). The original Articles of Incorporation were filed with the Florida Department of State, Division of Corporations on January 6, 1994.

**ARTICLE I - NAME AND ADDRESS**

The name of the corporation is: PELICAN POINTE GOLF & COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "MASTER ASSOCIATION").

The address of the principal office of the corporation shall be at 2970 University Parkway, Suite 101, Sarasota, Florida 34243 or such place as the BOARD may determine from time to time.

**ARTICLE II - PURPOSE**

The purposes for which the MASTER ASSOCIATION is organized are as follows:

1. To operate as a Florida not for profit corporation pursuant to Chapter 617 Florida Statutes.
2. To administer, enforce and carry out the terms and provisions of the DECLARATION, as same may be amended from time to time.
3. To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the MASTER ASSOCIATION, and accepted by the BOARD.
4. To promote the health, safety, welfare, comfort, and social and economic welfare of its MEMBERS and the OWNERS and residents of the SUBJECT PROPERTY, as authorized by the DECLARATION, by these ARTICLES, and by the BYLAWS.
5. Not to operate as a condominium association and be governed by Chapter 713, Florida Statutes.

**ARTICLE III - POWERS**

The MASTER ASSOCIATION shall have the following powers:

1. All of the common law and statutory powers of a not for profit corporation under the laws of Florida which are not in conflict with the terms of these ARTICLES.

2. All of the powers, express or implied, granted to the MASTER ASSOCIATION by the DECLARATION or which are reasonably necessary in order for the MASTER ASSOCIATION to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION.

3. To make, establish and enforce rules and regulations governing the use and maintenance of the SUBJECT PROPERTY.

4. To make and collect ASSESSMENTS against MEMBERS, and, when necessary, OWNERS, to defray the costs, expenses, reserves and losses incurred or to be incurred by the MASTER ASSOCIATION and to use the proceeds thereof in the exercise of the MASTER ASSOCIATION'S powers and duties.

5. To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

6. To purchase insurance for the protection of the MASTER ASSOCIATION, its officers, Directors and MEMBERS, and such other parties as the MASTER ASSOCIATION may determine to be in the best interests of the MASTER ASSOCIATION.

7. To operate, maintain, repair, and improve all COMMON AREAS, and such other portions of the SUBJECT PROPERTY as may be determined by the BOARD from time to time.

8. To exercise architectural control over all buildings, structures and improvements to be placed or constructed upon any portion of the SUBJECT PROPERTY pursuant to the DECLARATION.

9. To contract for cable television, water for irrigation systems supplied to the lot line for any lot, and any other services within the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

10. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of its MEMBERS and the OWNERS and residents of the SUBJECT PROPERTY as the BOARD in its discretion determines necessary or appropriate.

11. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the MASTER ASSOCIATION and/or to contract with others for the performance of such obligations, services and/or duties.

12. To operate and maintain the surface water management and drainage system for the SUBJECT PROPERTY, including all lakes, retention areas, culverts, and related appurtenances.

13. To sue and be sued.

## **ARTICLE IV – MEMBERS**

### **1. MEMBERS:**

1.1. HOMEOWNERS ASSOCIATIONS. Each HOMEOWNERS ASSOCIATION shall be a MEMBER of the MASTER ASSOCIATION. Such membership shall be established upon the filing of the articles of incorporation of the HOMEOWNERS ASSOCIATION with the Secretary of State of the State of Florida, and the recording of such articles of incorporation in the public records of the county in which the SUBJECT PROPERTY is located, along with, or as an exhibit to, a declaration of condominium, declaration of covenants and restrictions, or similar document, submitting any PROPERTY to the jurisdiction of the HOMEOWNERS ASSOCIATION or providing that the HOMEOWNERS ASSOCIATION will operate any PROPERTY.

1.2. OWNER MEMBERS. If any PROPERTY is not subject to the jurisdiction of a HOMEOWNERS ASSOCIATION, the OWNER of such PROPERTY shall be a MEMBER of the MASTER ASSOCIATION. Such memberships shall be initially established upon the recording of these ARTICLES and the DECLARATION among the public records of the county in which the SUBJECT PROPERTY is located.

1.2.1. The foregoing notwithstanding, no governmental authority or utility company shall be deemed an OWNER MEMBER unless one or more UNITS actually exist upon the PROPERTY owned by such governmental authority or utility company, in which event the governmental authority or utility company will be an OWNER MEMBER only with respect to the PROPERTY owned in conjunction with such UNIT(s).

### **2. TRANSFER OF MEMBERSHIP.**

2.1. In the case of an OWNER MEMBER, transfer of membership in the MASTER ASSOCIATION shall be established by the recording in the Public Records of the county in which the SUBJECT PROPERTY is located, of a deed or other instrument establishing a transfer of record title to any PROPERTY for which membership has already been established as hereinafter provided, the owner(s) designated by such instrument of conveyance thereby becoming an OWNER MEMBER(s), and the prior OWNER MEMBER'S membership thereby being terminated. In the event of death of an OWNER MEMBER, his membership shall be automatically transferred to his heirs or successors in interest IN THE PROPERTY creating such membership. The foregoing notwithstanding, the MASTER ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the MASTER ASSOCIATION receives a true copy of the deed or other instrument establishing the transfer of ownership of the PROPERTY, and it shall be the responsibility and obligation of the former and new OWNER MEMBER to provide such true copy of said instrument to the MASTER ASSOCIATION.

2.2. In the event any portion of the PROPERTY owned by an OWNER MEMBER is submitted to the jurisdiction of a HOMEOWNERS ASSOCIATION, the membership of the OWNER MEMBER associated with such PROPERTY shall automatically terminate upon the recording in the public records of the county in which the SUBJECT PROPERTY is located, of the declaration of condominium, declaration of covenants and restrictions, or similar document, submitting such PROPERTY to the jurisdiction of the HOMEOWNERS ASSOCIATION, and the HOMEOWNERS ASSOCIATION shall simultaneously become a

HOMEOWNERS ASSOCIATION MEMBER with respect to such PROPERTY. The foregoing notwithstanding, the MASTER ASSOCIATION shall not be obligated to recognize such a transfer of membership until such time as the MASTER ASSOCIATION receives a true copy of the recorded declaration of condominium, declaration of covenants and restrictions, or similar document.

2.3. In the event a declaration of condominium, declaration of covenants and restrictions, or similar document, submitting any PROPERTY to the jurisdiction of a HOMEOWNERS ASSOCIATION is terminated, the HOMEOWNERS ASSOCIATION'S membership in the MASTER ASSOCIATION with respect to such PROPERTY shall automatically terminate upon the recording of such termination in the Public Records of the county in which the SUBJECT PROPERTY is located. The OWNERS of the PROPERTY formerly subject to the jurisdiction of the HOMEOWNERS ASSOCIATION shall thereupon become OWNER MEMBERS of the MASTER ASSOCIATION unless and until the PROPERTY is again submitted to the jurisdiction of a HOMEOWNERS ASSOCIATION.

2.4. The share of a MEMBER in the funds and assets of the MASTER ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the PROPERTY associated with the membership of the MEMBER, nor may a membership be separately assigned, hypothecated or transferred in any manner except as an appurtenance to such PROPERTY.

3. MEMBERS' VOTING RIGHTS. The total number of MEMBERS' votes shall be equal to the total number of UNITS and PLANNED UNITS within the SUBJECT PROPERTY from time to time. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each UNIT and PLANNED UNIT.

3.1. Each HOMEOWNERS ASSOCIATION shall have one (1) vote for each UNIT and PLANNED UNIT within the PROPERTY operated by, or subject to the jurisdiction of, that HOMEOWNERS ASSOCIATION at the time of such vote. Each HOMEOWNERS ASSOCIATION shall cast its votes in the manner provided by the BYLAWS.

3.2. Each OWNER MEMBER shall have one (1) vote for each UNIT and PLANNED UNIT within the PROPERTY associated with the membership of such OWNER MEMBER at the time of such vote.

3.3. Special Provisions Regarding BUSINESS PROPERTY. For purposes of assigning votes to any BUSINESS PROPERTY, any amendment to the DECLARATION adding any BUSINESS PROPERTY may assign a number of "UNITS" to such BUSINESS PROPERTY, and in that event the OWNER of the BUSINESS PROPERTY shall have the number of votes equal to the assigned number of "UNITS".

4. MEETINGS. The BYLAWS shall provide for an annual meeting of the MEMBERS of the MASTER ASSOCIATION and may make provision for special meetings of the MEMBERS.

#### **ARTICLE V - DIRECTORS**

1. The affairs of the MASTER ASSOCIATION shall be managed by a BOARD consisting of not less than three (3) Directors and not more than the number of HOMEOWNERS ASSOCIATIONS at the commencement of each year (plus one if the number of HOMEOWNERS ASSOCIATIONS is an even



number), and which shall always be an odd number. The number of Directors shall be determined in accordance with the BYLAWS. In the absence of such determination, there shall be three (3) Directors.

2. The Directors of the MASTER ASSOCIATION shall be elected by the MEMBERS in accordance with the BYLAWS.

3. All of the duties and powers of the MASTER ASSOCIATION existing under Chapter 617, Florida Statutes, the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the MEMBERS only when specifically required.

4. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS.

#### **ARTICLES - OFFICERS**

The officers of the MASTER ASSOCIATION shall be a President, Vice President, Secretary, Treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

#### **ARTICLE VII - INDEMNIFICATION**

1. The MASTER 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 proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, officer, volunteer, committee member or agent of the MASTER ASSOCIATION, against expenses (including attorney's fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the MASTER ASSOCIATION; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such PERSON shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the MASTER ASSOCIATION unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such PERSON is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the PERSON did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the MASTER ASSOCIATION; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a Director, officer, employee or agent of the MASTER ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against

expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the MASTER ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in written opinion, or (c) by a majority of the MEMBERS.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the MASTER ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the MASTER ASSOCIATION as authorized in this Article.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of MEMBERS or otherwise; and as to action taken in an official capacity while holding office, 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, executors and administrators of such a PERSON.

6. The MASTER ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any PERSON who is or was a Director, officer, employee, volunteer, committee member or agent of the MASTER ASSOCIATION, or is or was serving at the request of the corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the MASTER ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

#### **ARTICLE VIII - BYLAWS**

The BYLAWS may be altered, amended or rescinded in the manner provided by the BYLAWS.

#### **ARTICLE IX - AMENDMENTS**

Amendments to these ARTICLES shall be proposed and adopted in the following manner

1. A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the MEMBERS, which may be the annual or a special meeting.

2. Written notice setting forth the proposed amendment and a summary of the changes to be affected thereby shall be given to each MEMBER entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of meeting of MEMBERS. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the MEMBERS entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the MASTER ASSOCIATION.

4. Any number of amendments may be submitted to the MEMBERS and voted upon by them at any one meeting.

5. If all of the Directors and all of the MEMBERS eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements have been satisfied.

6. Upon the approval of an amendment to these ARTICLES, a Certificate of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy shall be recorded in the public records of the county in which the SUBJECT PROPERTY is located.

#### **ARTICLE X - TERM**

The MASTER ASSOCIATION shall have perpetual existence.

#### **ARTICLE XI – INCORPORATOR**

The name and street address of the incorporator is: SAM RODGERS PROPERTIES, INC., a Florida corporation, 6001 Sandpiper Drive, P.O. Box 90069, Lakeland, Florida 33804.

#### **ARTICLE XII- INITIAL REGISTERED OFFICE ADDRESS AND NAME OF INITIAL REGISTERED AGENT**

The registered agent name and address shall be the Law Offices of Wells | Olah | Cochran, P.A., 3277 Fruitville Road, Bldg. B. Sarasota, Florida 34237 unless otherwise changed as the BOARD may determine from time to time

#### **ARTICLE XIII - DISSOLUTION**

The MASTER ASSOCIATION may be dissolved as provided by law, provided that any such dissolution must receive the affirmative vote of two-thirds of the votes of the entire membership of the MASTER ASSOCIATION. In the event of dissolution and final liquidation of the MASTER ASSOCIATION, the assets, both real and personal of the MASTER ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly practicable to the same as those to which they were required to be devoted by the MASTER ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the MASTER ASSOCIATION. No such disposition of MASTER ASSOCIATION properties shall be effective to divest or diminish any right or title of any MEMBER vested under the DECLARATION unless made in accordance with the provisions of such DECLARATION. In addition to the foregoing, if at any time the sole member of the MASTER ASSOCIATION is a HOMEOWNERS ASSOCIATION, the MASTER ASSOCIATION may be dissolved at the election of the HOMEOWNERS

ASSOCIATION, and in that event all of the assets, both real and personal, of the MASTER ASSOCIATION, shall be transferred and conveyed to the HOMEOWNERS ASSOCIATION.