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(Requestor's Name)

Law Offices of Wells | Olah, P.A.
1800 2nd Street, #808
Bartonsville, FL 34236

(City/State/Zip/Phone #)

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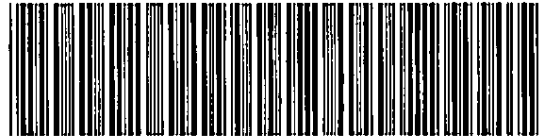
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Amended
Restated

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Condominium, Homeowner
and Cooperative Associations



Kevin T. Wells, Esq.
Paul E. Olah, Jr., Esq.



Civil Litigation
Construction Litigation

Michael W. Cochran, Esq.
Jackson C. Kracht, Esq.
Joseph A. Gugino, Esq.
Steven K. Teuber, Esq.

June 22, 2020

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

Re: Certificate of Amendment
South Gate Village Green Condominium Section Six, Inc.

Dear Sir or Madam:

Please file the enclosed original Amended and Restated Articles of Incorporation for the above-referenced corporation. Also enclosed is this firm's 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, P.A.

/s/ _____
Michael W. Cochran, Esq.

MWC/elp
Enclosures

Prepared by and return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191 (Telephone)

2020 MAY 13 1:12:28

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF**

SOUTH GATE VILLAGE GREEN CONDOMINIUM SECTION SIX, INC.

We hereby certify that the attached amendments to the Articles of Incorporation of South Gate Village Green Condominium Section Six, Inc. (which original Declaration attaching the Articles of Incorporation and Bylaws as exhibits, were recorded at Official Records Book 755, Page 85, *et seq.* of the Public Records of Sarasota County, Florida) were approved and duly adopted at the Annual Membership Meeting of South Gate Village Green Condominium Section Six, Inc. held on February 7, 2020. The amendment to the Articles of Incorporation was approved by not less than a majority (51%) of the total voting interest and provided by the Not for Profit Act. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 6th day of May, 2020.

Signed, sealed and
delivered in the presence of:

sign: Laurie Seesholtz
print: Laurie Seesholtz
sign: Laurie Seesholtz
print: Laurie Seesholtz

**SOUTH GATE VILLAGE GREEN CONDOMINIUM
SECTION SIX, INC.**

By: Phillip McAllister
Phillip McAllister, President

Attest:
By: Nancy Brennan
Nancy Brennan, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of May, 2020, by Phillip McAllister as President of South Gate Village Green Condominium Section Six, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced FIDA DIL as identification.



LAURIE SEESHOLTZ
Commission # GG 351406
Expires August 25, 2023
Bonded Thru Budget Notary Services

NOTARY PUBLIC

Sign: Laurie Seesholtz
Print: Laurie Seesholtz
State of Florida (Seal)
My Commission expires:

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SOUTH GATE VILLAGE GREEN CONDOMINIUM, SECTION SIX, INC.

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

The Members of SOUTH GATE VILLAGE GREEN CONDOMINIUM SECTION SIX, INC., a Florida not for profit corporation, adopt these Amended and Restated Articles of Incorporation (the "Articles of Incorporation"). The original Articles of Incorporation were filed with the Florida Department of State, Division of Corporations on June 20, 1994. The Original Declaration of Condominium for SOUTH GATE VILLAGE GREEN CONDOMINIUM SECTION SIX, INC., was recorded at Official Records Book 755, Page 95 et seq. of the Public records of Sarasota County, Florida.

ARTICLE 1. NAME AND PRINCIPAL ADDRESS

1.1 The name of the corporation is SOUTH GATE VILLAGE GREEN CONDOMINIUM SECTION SIX, INC. (the "Association"). The principal address of the Association shall be c/o Progressive Community Management, Inc., 3701 South Osprey Avenue, Sarasota, FL 34239. The Association's Board of Directors may change the location of the principal address from time to time.

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 subsequently amended from time to time (the "Condominium Act"), for the operation of SOUTH GATE VILLAGE CONDOMINIUM SECTION SIX (the "Condominium"), upon land situated in Sarasota County, Florida.

2.2 Distribution of Income. The Association shall make no distribution of income to its Members, Directors or Officers.

ARTICLE 3. POWERS

3.1 Powers.

A. 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 Bylaws, or the Declaration of Condominium, or the Condominium Act.

B. Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act and Chapter 617, Florida Statutes (the "Florida Not for Profit Corporation Act"). The Association shall also have all of the powers and duties set forth in the Declaration and the Bylaws, as either 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:

1. To make, amend, and collect regular and special Assessments from Members of the Association, as Unit owners to defray the cost, Common Expenses, and losses of the Association and to make charges against Members as Unit owners, for unpaid fines or for maintenance or repair which is the responsibility of the Unit owner.
2. To use the proceeds of Assessments in the exercise of its powers and duties.
3. To maintain, repair, alter, replace, improve, administer, lease, and operate the Common Elements, and Condominium Property which shall include the irrevocable right to access to each Unit, from time to time during reasonable hours as may be necessary for such inspection, maintenance, repair or replacement of any of the Common Elements therein, or accessible therein or therefrom, or for making an emergency repair therein, that may be necessary to prevent damage to the Common Elements, or to another Unit or Units, and to maintain and repair Units where authorized by the Declaration of Condominium.
4. To purchase insurance upon the Condominium Property, and insurance for the protection of the Association, Board of Directors, officers, and its Members as Unit owners.
5. To reconstruct the improvements after casualty and to further improve the Condominium Property, and to reconstruct improvements to Units in accordance with the Declaration of Condominium.
6. To adopt and amend reasonable Rules and Regulations respecting the appearance, occupancy, and use of the Units, Common Elements, and Limited Common Elements in the Condominium, and the operation and administration of the Association.
7. To approve or disapprove the transfer, ownership, and leasehold of Units in the Condominium, as provided by the Declaration of Condominium and the Bylaws of the Association.
8. To enforce by all legal and equitable means the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Association, and the Rules and Regulations.
9. To levy fines for violation of the provisions of the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association, and the Rules and Regulations for the use of the Units and property in the Condominium, in the manner set forth in the Bylaws and Rules and Regulations, all as subsequently amended from time to time. To enforce by legal means the provisions of the Florida Condominium Act (Chapter 718, Florida Statutes), the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Rules and Regulations.
10. To contract for the management, operation, administration, and maintenance of the Common Elements and 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, these Articles, the Bylaws, or by the Condominium Act, to have the approval of the Board of Directors or the membership of the Association.

11. To employ personnel and independent contractors as needed for reasonable compensation to perform the services required for the proper administration and operation of the purposes of the Association.
12. To pay taxes and Assessments which are liens against any part of the Condominium Property, other than the individual Units, unless the individual Unit or Units are owned by the Association, and the appurtenances thereto, and to assess the same against the Unit and the owner of the Unit which is subject to such liens.
13. To enter into agreements whereby it acquires leasehold memberships and other possessory or use interest in the 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.
14. To purchase, sell, mortgage, transfer, lease, or otherwise acquire Units or real property in the name of the Association and to hold, mortgage, lease, improve and convey the same.
15. To enter into agreements for construction of recreation facilities, or buildings, and other amenities or facilities for the benefit of the Unit owners, and to borrow money as needed for the purpose of carrying out such construction and to mortgage, lease or otherwise provide security for the repayment of said funds.
16. To amend the Declaration of Condominium in accordance with the Florida Condominium Act and the Declaration of Condominium.
17. To enter into agreements with other Condominium or Homeowner associations providing for shared expense of items of management, administration and/or maintenance, and to become a member of an organization of such associations as determined necessary and appropriate by the Board of Directors.
18. To approve future amendments to the Governing Documents necessary to comply with amendments of the Florida Condominium Act.
19. To grant, modify or move easements over, under or through the Common Elements or Condominium Property.
20. To sue and be sued.
21. To borrow money and secure the same by assigning Assessments, lien rights, Assessment collection authority, and by execution of mortgages encumbering the Association real property (but not the Common Elements) and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association.

C. **Emergency Powers.** In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the Condominium Act or Sections 617.0207 and 617.0303, Florida Statutes. For purposes of this Section 3.1(c) 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 manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

1. Conduct meetings of the Board of Directors and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting in the Condominium or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors' decisions may be communicated as provided herein. The Directors in attendance at such a meeting of the Board of Directors, if more than one (1) Director, shall constitute a quorum.
2. Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.
3. Name as interim assistant Officers persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any Officer of the Association.
4. Relocate the Association's principal address or designate alternative principal addresses.
5. Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal and other emergency assistance.
6. Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity; water, sewer, or security systems; or heating, ventilating and air conditioners.
7. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Condominium unavailable for entry or occupancy by Unit Owners, tenants, guests, occupants, or invitees to protect the health, safety, or welfare of such persons.
8. Require the evacuation of the Condominium in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any Unit Owner, tenant, guest, occupant, or invitee fail or refuse to evacuate the Condominium where the Board of Directors has required evacuation, the Association shall be immune from any and all liability or injury to persons or property arising from such failure or refusal.
9. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine whether the Condominium Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration
10. Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, wood flooring, tile, baseboards, air ducts, insulation,

cabinetry, any and all personal property or belongings of a Unit Owner or occupant, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Common Elements, Association Property or the Units, even if the Unit Owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Unit.

11. Contract, on behalf of any Unit Owner, for items or services for which Unit Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Common Elements, Condominium Property or Association Property. In such event, the Unit Owner on whose behalf the Board of Directors has contracted shall be responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use any Assessment and claim of lien authority provided by Section 718.116, Florida Statutes, or the Declaration, to enforce collection of such charges.
12. Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, the Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more special Assessments without a vote of the Unit Owners.
13. Without Unit Owner approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Articles of Incorporation, the Declaration, or the Bylaws.
14. Corporate action taken in good faith to meet the emergency needs of the Association or its Members shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a Director, Officer, or employee of the Association. An Officer, Director, or employee of the Association acting in good faith and in accordance with Article 3, Section 3.1(c) herein shall only be liable for willful misconduct.

The special powers authorized in Article 3, Section 3.1(c) herein shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Condominium Property, the Association and Association Property, the Unit Owners, tenants, guests, occupants and invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Common Elements and Association Property.

D. Association Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, the Articles of Incorporation and the Bylaws.

E. 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 and the Bylaws.

ARTICLE 4. MEMBERS

4.1 Members.

A. Members. The Members of the Association shall consist of all of the record Owners of Units in the Condominium as shown by recordation of a deed or other appropriate instrument in the Official Records of Sarasota County, Florida.

B. Vote. The Unit Owner and/or Unit Owners of each Condominium Unit shall be entitled to one (1) vote at Association membership meetings, notwithstanding that the same Unit Owner and/or Unit Owners may own more than one Unit or that Units may be joined together and occupied by one Owner. The manner of exercising voting rights shall be determined by the Declaration, these Articles of Incorporation and the Association Bylaws. No vote shall be allocated to a Unit owned by the Association. The Association may suspend a Members' voting rights in the manner provided in the Condominium Act.

C. Change of Membership. After receiving written approval of the Board of Directors, in accordance with the Declaration, change of membership in the Association shall be established by the recording, in the Official Records of Sarasota County, Florida, of an assignment, deed or other appropriate instrument establishing a record interest in a Unit in the Condominium. The person or persons named on the deed or other instrument thereby automatically becomes a Member of the Association and the membership of the immediate past Unit Owner is automatically terminated.

D. Limitation on Transfer of Shares of Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a Unit.

ARTICLE 5. BOARD OF DIRECTORS

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

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

ARTICLE 6. OFFICERS

6.1 Officers. The affairs of the Association shall be administered by the Officers designated in the Bylaws as directed by the Board of Directors. The Officers shall be elected by the Board of Directors at its organizational meeting following the annual meeting of the Members and shall serve at the pleasure of the Board of Directors.

6.2 Indemnification of Officers and Directors.

A. Indemnity. The Association shall indemnify any Officer, Director, or committee member 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 or she is or was a Director, Officer, or committee member of the Association, against expenses, including reasonable attorney's fees and appellate attorney's fees; judgments; fines; and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she 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 he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. 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 or she 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 such conduct was unlawful. It is the intent of the membership of the Association, 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.

B. Defense. 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 6, Section 6.2(a) herein, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney's fees and appellate attorney's fees, actually and reasonably incurred by him or her in connection therewith.

C. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member subject to the understanding and agreement of such Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by Article 6 herein.

D. Miscellaneous. The indemnification provided by Article 6 herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

E. Insurance. The Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Association, or 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 status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of Article 6 herein.

F. Amendment. Notwithstanding anything to the contrary herein, the provisions of Article 6 herein may not be amended without the approval in writing of all persons whose interests would be adversely affected by such amendment.

ARTICLE 7. BYLAWS

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

ARTICLE 8. AMENDMENTS

8.1 Proposal. Amendments to the Articles of Incorporation may be proposed at any time by the President, by at least a majority of the Board of Directors or by written petition of no less than a majority of the total Voting Interests of the Association. If by written petition, the proposed amendments must be submitted to a vote of the Association not later than the next annual meeting.

8.2 Adoption. Except as otherwise provided by law, the Articles of Incorporation may be amended if the proposed amendment is approved by at least a majority of the total eligible Voting Interests of the Association.

8.3 Limitation on Amendments. No amendment shall make any changes in the qualification for membership, or the voting rights of Members, herein without the approval in writing of all Unit Owners and the joinder of all record owners of liens upon the Units. No amendment shall be made which is in conflict with the Condominium Act or the Declaration.

8.4 Certification. A copy of each amendment shall be filed with the Florida Department of State, Division of Corporations and shall be recorded in the Official Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate Officers of the Association attesting that the amendment has been lawfully adopted.

ARTICLE 9. MISCELLANEOUS.

9.1 Term. The term of the Association shall be perpetual, unless sooner dissolved according to law.

9.2 Interpretation. Unless defined herein, terms used herein shall have the same meaning as defined in the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

9.3 Registered Office and Agent. The registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be c/o Progressive Community Management, Inc., 3701 South Osprey Avenue, Sarasota, FL 34239. The Board of Directors is authorized to change its registered agent and office in the manner provided by Florida law.

9.4 Florida Statutes. Any reference to a statute or statutory provision herein, including, but not limited to, the Condominium Act, and the Florida Not For Profit Corporation Act, shall include future amendments and renumbering from time to time.

9.5 Conflicts. The term "Condominium Documents" as used in these Articles of Incorporation and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between any of the other Condominium Documents, the following priorities shall control:

- A. Declaration of Condominium;
- B. Articles of Incorporation;
- C. Bylaws; and
- D. Rules and Regulations

9.6 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

9.7 Severability. In the event that any provisions of these Articles of Incorporation are deemed invalid, the remaining provisions shall be deemed in full force and effect.

9.8 Definitions and Interpretation. The terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Condominium and the Condominium Act, unless herein provided to the contrary, or unless the context otherwise requires.

9.9 Headings. The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.