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(Requestor's Name)

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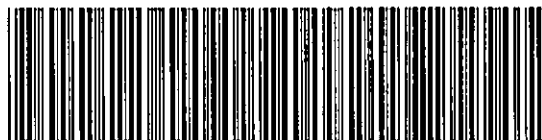
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HILL LAW FIRM, P.A.

CONDOMINIUM AND HOMEOWNERS ASSOCIATION REPRESENTATION

Cindy A. Hill, Esq.
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614 S. TAMiami TRAIL
OSPREY, FL 34229

Jennifer L. Hicks, Esq.
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PHONE: 941-244-0098
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March 17, 2020

Via: U.S. Mail

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: Eagles Point at the Landings II Condo. Assoc., Inc. /Amended and Restated Articles

Dear Secretary of State:

Enclosed please find the Amended and Restated Articles of Incorporation of Eagles Point at the Landings II Condominium Association, Inc. The Association's Document Number N95000001437. Also, enclosed is a check in the amount of \$35.00 for the filing fee for the documents.

Please record the document in the Records of the State of Florida and return the original filed documents in the enclosed self-addressed stamped envelope.

If you have any questions regarding this matter, please feel free to contact me at your earliest convenience.

Sincerely,



Jennifer L. Hicks, Esq.
For the Firm

Enclosures

This instrument prepared by:
Hill Law Firm, P.A.
614 S. Tamiami Trail
Osprey, FL 34229

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2020033772 85 PGS
March 09, 2020 03:39:55 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



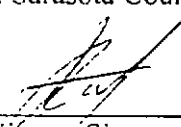
**CERTIFICATE OF RECORDATION
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
EAGLES POINT AT THE LANDINGS II, A CONDOMINIUM
AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
EAGLES POINT AT THE LANDINGS II CONDOMINIUM ASSOCIATION, INC.
AND
AMENDED AND RESTATED BYLAWS OF EAGLES POINT AT THE LANDINGS II
CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amended and Restated Declaration of Condominium of Eagles Point at the Landings II, a Condominium was duly adopted in the manner provided in the Condominium documents at the membership meeting held on February 21, 2020.

The original Declaration of Condominium of Eagles Point at the Landings II, a Condominium was recorded in Official Records Book 2740, Page 944, et seq., as amended in the Public Records of Sarasota County, Florida, and the Condominium Plats recorded for the Condominium in Condominium Plat Book 30, Pages 37-37F, all in the Public Records of Sarasota County, Florida.

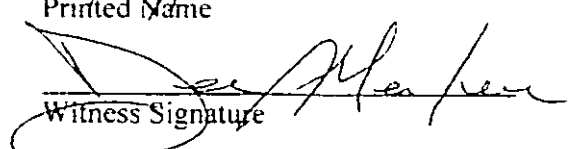
The Amended and Restated Declaration of Condominium of Eagles Point at the Landings II, a Condominium, the Amended and Restated Articles of Incorporation of Eagles Point at the Landings II Condominium Association, Inc., and the Amended and Restated Bylaws of Eagles Point at the Landings II Condominium Association, Inc. are attached hereto. All previous site plans of record are incorporated by reference.

IN WITNESS WHEREOF, we have affixed our hands this 5 day of March, 2020, in Sarasota County, Florida.



Witness Signature

Giorgio Chakopoulos
Printed Name



Witness Signature

Devon Mackinnon
Printed Name

EAGLES POINT AT THE LANDINGS II
CONDOMINIUM ASSOCIATION, INC.

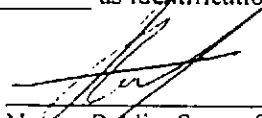
By: Edris Weis
Edris Weis, President

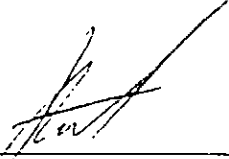
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 5 day of March 2020, by Edris Weis, as President, of Eagles Point at the Landings II Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced FL DL as identification.



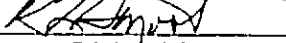
Giorgi Chakareski
State of Florida
My Commission Expires 01/01/2023
Commission No. GG 287484


Notary Public, State of Florida


Witness Signature

EAGLES POINT AT THE LANDINGS II
CONDOMINIUM ASSOCIATION, INC.

Giorgi Chakareski
Printed Name

By: 
Attest: Richard Smoot, Secretary


Witness Signature

Devon Mackinnon
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 5 day of March 2020, Richard Smoot, as Secretary of Eagles Point at the Landings II Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced FL DL as identification.



Giorgi Chakareski
State of Florida
My Commission Expires 01/01/2023
Commission No. GG 287484


Notary Public, State of Florida

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
EAGLES POINT AT THE LANDINGS II
CONDOMINIUM ASSOCIATION, INC.
A Florida Not For Profit Corporation**

30 JUL 12:52

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

The Members of EAGLES POINT AT THE LANDINGS II CONDOMINIUM ASSOCIATION, 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 March 24, 1995. The original Declaration of Condominium for EAGLES POINT AT THE LANDINGS II, A CONDOMINIUM, was recorded at Official Records Book 2740, Page 944 et seq. of the Public records of Sarasota County, Florida.

**ARTICLE 1
NAME OF CORPORATION**

The name of the corporation is EAGLES POINT AT THE LANDINGS II CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Corporation (the "Association").

**ARTICLE 2
PRINCIPAL OFFICE**

The principal address of the Association is 5430 Eagles Point Cir., Sarasota, FL 34231. The Association's Board of Directors may change the location of the principal address from time to time.

**ARTICLE 3
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended from time to time (the "Condominium Act"), for the operation of EAGLES POINT AT THE LANDINGS II, A CONDOMINIUM (the "Condominium"), upon land located on Eagles Point Circle, Sarasota County, Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and Chapter 718, Florida Statutes, as it is amended from time to time.

**ARTICLE 4
POWERS**

4.1 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

Exhibit
B

these Articles of Incorporation, the Bylaws, 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 set forth in the Declaration and the Bylaws, as they may be amended from time to time; and all of the powers 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 annual Assessments and Special Assessments against Units within the Condominium and Unit Owners as Members to defray the Common Expenses and losses of the Association.
- (2) To use the proceeds of Assessments in the exercise of its powers and duties.
- (3) To maintain, repair, alter, improve, replace, lease, administer, and operate the Common Elements and Association Property and any portions of a Unit for which the Association is responsible.
- (4) To purchase insurance upon the Common Elements and the Association Property, and for the protection of the Association, its Directors, Officers, and its Members as Unit Owners.
- (5) To reconstruct improvements after casualty and to further improve the Common Elements and the Association Property.
- (6) To make and amend reasonable Rules and Regulations regarding the Condominium Property.
- (7) To approve or disapprove the transfer, lease, mortgage, and ownership of Units in the Condominium.
- (8) To enforce by any and all legal means the provisions of the Condominium Act, the Declaration, the Articles of Incorporation, the Bylaws, and any Rules and Regulations promulgated by the Board of Directors.
- (9) To contract for the management, operation, administration, and maintenance of the Association, the Common Elements, and the Association Property and to delegate to such contracting party any powers and duties of the Association, except such as are specifically required by the Condominium Act, the Declaration, the Articles of Incorporation, or the Bylaws, to have the approval of the Board of Directors or the Members.
- (10) To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association, including, but

not limited to, management of the Association and administration of an Association rental program.

(11) 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.

(12) To purchase, acquire, or take title to Units within the Condominium for any purpose and to lease, sell, mortgage, use, or convey such Units on terms and conditions approved by the Board of Directors.

(13) To grant, modify, move, or terminate easements over, under or through the Common Elements or the Association Property.

(14) To sue and be sued.

(15) To borrow money and secure the same by assigning Assessments, lien rights, and Assessment collection authority, and by execution of mortgages encumbering the Association's 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.

(16) To create and disband committees.

(17) To further improve the Condominium Property, both real and personal, and to purchase realty and items of furniture, personal property, furnishings, and equipment.

(18) To exercise such other powers and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth in the Condominium Documents and as permitted by the laws of Florida.

(c) **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, these Articles of Incorporation, and the Bylaws.

(d) **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 5 MEMBERS

5.1 Members. All persons owning a vested present interest in the fee title to a Condominium Unit in EAGLES POINT AT THE LANDINGS II, A CONDOMINIUM, which interest is

evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members of the Association. Membership shall terminate automatically and immediately at the time a Member's vested interest in the fee title terminates, except that upon the termination of the Condominium, the membership of a Unit Owner who conveys his or her Unit to the trustee as provided in the Declaration of Condominium shall continue until the trustee makes a final distribution of such Unit's share of the funds collected and held by the trustee.

5.2 Change of Membership. After receiving the written approval of the Association's Board of Directors as provided in the Declaration of Condominium, the change of membership in the Association shall be evidenced in the Association's official records by the delivery to the Association of a copy of the recorded deed or other instrument of conveyance. The person or persons named on the recorded deed or other instrument thereby automatically becomes a Member of the Association and the membership of the immediate past Unit Owner is automatically terminated.

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

ARTICLE 6 VOTING RIGHTS

6.1 Proportionate Square Footage Basis. The voting rights of each Unit shall be determined on a proportionate square footage basis. That is, the proportion or percentage assigned to each Unit shall be based upon the total square footage of the Unit in uniform relationship to the total square footage of each other Unit in the Condominium. When more than one person owns a Unit in the Condominium, the proportionate or percentage vote for that Unit shall be exercised as they among themselves determine, but in no event shall more than the appropriate proportionate or percentage vote be cast with respect to any one (1) Unit, and the vote shall not be divided among the Owners of any one (1) Unit. If one (1) Owner owns more than one Unit, such Owner shall have the proportionate or percentage vote for each Unit owned. If Units are joined together and occupied by one Owner, such Owner shall have a separate proportionate or percentage vote for each Unit owned.

6.2 Manner of Exercising Voting Rights. The manner of exercising voting rights shall be determined by the Declaration, these Articles of Incorporation, and the Association's Bylaws.

6.3 Suspension of Voting Rights. The Association may suspend the voting rights of a Member in the manner provided in the Condominium Act and the Condominium Documents.

ARTICLE 7 INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its Members, except as compensation for services rendered.

ARTICLE 8 CORPORATE EXISTENCE

The Association shall exist perpetually unless sooner dissolved according to law.

ARTICLE 9 BOARD OF DIRECTORS

9.1 Board of Directors. The business of the corporation shall be conducted by a Board of Directors which shall consist of not less than three (3) persons. A Director must fulfill all requirements of eligibility provided in the Bylaws, the Declaration, and the Condominium Act.

9.2 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.

9.3 Recall of Directors. A Director may be recalled with or without cause, and vacancies on the Board of Directors shall be filled, in the manner provided by the Bylaws and the Condominium Act.

ARTICLE 10 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.

ARTICLE 11 INDEMNIFICATION OF OFFICERS AND DIRECTORS

11.1 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.

11.2 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 this Section 11, 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.

11.3 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 this Section 11.

11.4 Miscellaneous. The indemnification provided by this Section 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.

11.5 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 Section 11 herein.

11.6 Amendment. Notwithstanding anything to the contrary herein, the provisions of Section 11 herein may not be amended without the approval in writing of all persons whose interests would be adversely affected by such amendment.

ARTICLE 12 BYLAWS

The first Bylaws of the Association were adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in such Bylaws.

ARTICLE 13 AMENDMENTS

13.1 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 twenty percent (20%) of the total eligible 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 membership meeting.

13.2 Adoption. The Articles of Incorporation may be amended if the proposed amendment is approved by at least fifty-one percent (51%) of the Association's total Voting Interests.

13.3 Limitation on Amendments. No amendment shall make any changes in the qualification for membership or the voting rights of Members, 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.

13.4 Automatic Amendment. These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Articles of Incorporation, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote of the Board, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

13.5 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 14 MISCELLANEOUS

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

14.2 Interpretation. Terms used in these Articles of Incorporation 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.

14.3 Subscriber. The name and street address of the original subscriber to these Articles of Incorporation are John Braam, 4990 South Tamiami Trail, Sarasota, Florida 34231.

14.4 Registered Agent and Office. The Registered Agent and office of the Association, until otherwise determined by the Board of Directors, shall be CASEY CONDOMINIUM

MANAGEMENT, 4370 S. Tamiami Trail, #102, Sarasota, Florida 34231. The Board of Directors is authorized to change its Registered Agent and office in the manner provided by Florida law.

14.5 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.

14.6 Conflicts. The term "Condominium Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration of Condominium, these Articles of Incorporation, the 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 language in 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

14.7 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.

14.8 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.

14.9 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.

[SEE CERTIFICATE FOR SIGNATURE PAGE]