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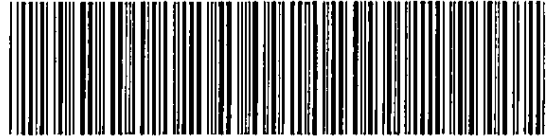
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Condominium, Homeowner
and Cooperative Associations

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



CONDOMINIUM AND
PLANNED DEVELOPMENT LAW *



CONSTRUCTION LAW **



Law Offices of
Wells | Olah | Cochran

Attorneys at Law

Civil Litigation
Construction Litigation

Thomas A. Marino II, Esq.

February 12, 2024

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

Re: Certificate of Amendment
The Links at Pelican Pointe Homeowners Association, Inc.

Dear Sir or Madam:

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

Enclosed is my client'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 | COCHRAN, P.A.

/s/ Michael W. Cochran

Michael W. Cochran, Esq.

mcochran@kevinwellspla.com

MWC/enl
Enclosures

Prepared by and return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Road, Bldg. B
Sarasota, Florida 34237
(941)366-9191

CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF**

THE LINKS AT PELICAN POINTE HOMEOWNERS ASSOCIATION, INC.

We hereby certify that the attached amendments to the Amended and Restated Articles of Incorporation of The Links at Pelican Pointe Homeowners Association, Inc. ("Association") (which original Articles of Incorporation were attached as an exhibit to the Declaration originally recorded at Official Records Instrument #1998127603 of the Public Records of Sarasota County, Florida) were duly adopted at a duly noticed Special Membership Meeting of the Association held on September 26, 2023, at which a quorum was obtained. The amendments were approved by the affirmative vote of not less than a majority of the owners present, in person or by proxy pursuant to Article 9.2 of the Articles of Incorporation. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable Florida law.

DATED this 30 day of January, 2024.

Signed, sealed and delivered:
in the presence of:

**THE LINKS AT PELICAN POINTE
HOMEOWNERS ASSOCIATION, INC.**

sign: [Signature]
print: JESSICA PRITKO

By: [Signature]
David Paulekas, President

address: 1035 HOPE ST
City, State, Zip: VENUE FL 34285

sign: [Signature]
print: BARBARA E. SMITH
address: 14511 WHITE MOSS TERRACE
City, State, Zip: LWR, FL 34202

Attest: [Signature]
Robert Haggard, as Secretary

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30 day of January, 2024, by David Paulekas, as President of The Links at Pelican Pointe Homeowners Association, Inc. who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign [Signature]

My Commission Expires: 5/30/2026

Print CAROLYN K KAISER



CAROLYN K. KAISER
Notary Public
State of Florida
Comm# HH268983
Expires 5/30/2026

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

THE LINKS AT PELICAN POINTE HOMEOWNERS ASSOCIATION, INC.
a Florida Not-for-Profit Corporation

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

The Members of THE LINKS AT PELICAN POINTE HOMEOWNERS ASSOCIATION, INC. (herein, the "Association"), a not-for-profit corporation under the laws of the State of Florida, hereby adopt the following Amended and Restated Articles of Incorporation. These Amended and Restated Articles of Incorporation supersede and replace the previous Articles of Incorporation and all amendments thereto.

1. **NAME AND PRINCIPAL OFFICE.** The name of the corporation shall be THE LINKS AT PELICAN POINTE HOMEOWNERS ASSOCIATION, INC. (herein, "the Association"). The principal office of the Association shall be located at 899 Woodbridge Drive, Venice, Florida 34293. The Association Board of Directors may change the location of the principal office of the Association from time to time as provided by law.
2. **PURPOSE.**
 - 2.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 720, Florida Statutes, as amended from time to time (herein, "the Homeowners Association Act"), for the operation and management of the Subdivision and to perform all acts provided in the Declaration of Covenants, the Association Bylaws, these Articles of Incorporation and the Homeowners Association Act.
 - 2.2 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.
3. **POWERS.** The powers of the Association shall include and be governed by the following provisions:
 - 3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers and duties of a corporation not for profit and as set forth in the Homeowners Association Act and the Florida Not for Profit Corporation Act not in conflict with the terms of these Articles of Incorporation or the Declaration of Covenants.
 - 3.2 Specific Powers. The Association shall have all of the powers and duties set forth in the Homeowners Association Act, the Florida Not for Profit Corporation Act, those set forth in the Declaration of Covenants and the Association Bylaws, if not inconsistent with the Homeowners Association Act, including, but not limited to, the following:
 - 3.2.1 To make and collect annual and special assessments against members as owners to defray the expenses and losses of the Association, as more fully provided in Article 5 of the Declaration of Covenants.

- 3.2.2 To use the proceeds of assessments in the exercise of its statutory and contractual powers and duties.
- 3.2.3 To maintain, repair, replace, alter, improve and operate the Association's real and personal properties.
- 3.2.4 To purchase insurance upon the Association's real and personal properties and all improvements located thereon, directors' and officers' insurance and insurance for the protection of the Association and its owners as members.
- 3.2.5 To reconstruct improvements after casualty and further improve the Association real and personal properties.
- 3.2.6 To make, establish and enforce reasonable rules respecting the use and occupancy of the Lots and Common Areas and the Association Property; provided, however, that no such rule or amendment shall conflict in any regard with the rights of owners provided in the Declaration of Covenants or in the Homeowners Association Act.
- 3.2.7 To approve or disapprove the transfer, ownership and leasing of Lots as may be provided by the Declaration of Covenants.
- 3.2.8 To enforce by legal means the provisions of the Homeowners Association Act, the Declaration of Covenants, these Articles of Incorporation, the Association Bylaws and the Rules of the Association and to negotiate and settle all threatened or pending disputes, claims or lawsuits arising therefrom.
- 3.2.9 To contract for the management and maintenance of the Association's real properties, Association property, and to authorize a management agent and other professionals to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and restrictions of the Association, except such as are specifically required by the Declaration of Covenants or a management contract to have the approval of the Board of Directors or the membership of the Association.
- 3.2.10 To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the property.
- 3.2.11 To acquire and enter into agreements acquiring leaseholds, memberships, easements or other possessory or use interests in land or facilities including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Association, intended to provide for the enjoyment, recreation or other use or benefit of the owners.
- 3.2.12 To acquire by purchase or otherwise and to sell, mortgage and lease Lots and additional real property, subject nevertheless to the provisions of the Declaration and Bylaws relative thereto.

- 3.2.13 To borrow money and secure the same by execution of mortgages encumbering the land and Association Property and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association. Mortgages in excess of Five Thousand Dollars (\$5,000.00) shall require the approval of sixty-five percent (65%) of the Association membership present (in person or by proxy) and voting at a membership meeting. To borrow money as follows: Loans in the amount of \$250,000 or less may be contracted on behalf of the Association and evidences of indebtedness to secure such loans may be issued in the name of the Association upon the approval of a majority of the Board of Directors via a duly-adopted corporate resolution. Loans in excess of \$250,000 must be approved by the affirmative vote of at least a majority of the Association's eligible Voting interests present (in person or by proxy) and voting at a duly-noticed membership meeting called in whole or in part for that purpose. The Board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.
- 3.2.14 To alter and improve the Subdivision pursuant to the terms and conditions of the Declaration of Covenants and the Homeowners Association Act.
- 3.2.15 To levy reasonable fines against an owner for the failure of the owner of the Lot, or the owner's occupant, licensee, tenant, guest or invitee to comply with any provision of the Declaration of Covenants, Articles of Incorporation, Association Bylaws, or Rules, pursuant to Section 720.305, Florida Statutes, as amended from time to time.
- 3.2.16 To suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, invitees, or both, to use the Common Areas and facilities for violations of the Declaration of Covenants, Articles of Incorporation, Association Bylaws, or Rules, Suspension of Common Area use rights shall not impair the right of an owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.
- 3.2.17 To suspend the voting rights of a member for the nonpayment of regular annual assessments and special assessments that are delinquent.
- 3.2.18 In the event of an emergency as defined in Article 3.4 herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by Section 720.316, Florida Statutes, Section 617.0207, Florida Statutes, and Section 617.0303, Florida Statutes, as amended from time to time.
- 3.3 Assets Held in Trust. All funds and the titles of all real and personal properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Covenants, these Articles of Incorporation and the Association Bylaws.
- 3.4 Emergency Powers. The authority granted under Section 3.4 is limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the Lot Owners and their family members, tenants, guests, agents, or invitees, and to mitigate further damage, injury, or contagion and make emergency repairs. To the extent allowed by law, unless specifically prohibited by the Declarations or other recorded Governing Documents, and consistent with Section 617.0830, Florida Statutes, the Board of Directors, in response to damage or injury

caused by or anticipated in connection with an emergency, as defined in Section 252.34(4), Florida Statutes for which a state of emergency is declared under Section 252.36, Florida Statutes in the area encompassed by the Subdivisions, the Association may exercise the following powers:

- 3.4.1 Conduct Board meetings, committee meetings, elections, or membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication after notice of the meetings and Board decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, electronic transmission, public service announcements, conspicuous posting on the Common Areas, or any other means the Board deems appropriate under the circumstances. Notice of decisions may also be communicated as provided in this paragraph.
- 3.4.2 Cancel and reschedule an Association meeting.
- 3.4.3 Designate assistant officers who are not directors. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the state of emergency as the executive officer he or she assists.
- 3.4.4 Relocate the Association's principal office or designate an alternative principal office.
- 3.4.5 Enter agreements with counties and municipalities to assist counties and municipalities with debris removal.
- 3.4.6 Implement a disaster or an emergency plan before, during, or following the event for which a state of emergency is declared, which may include, but is not limited to, turning on or shutting off elevators; electricity; water, sewer, or security systems; or air conditioners for Association buildings. Based upon the advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise available to the Board, determine any portion of the Common Areas or facilities unavailable for entry or occupancy by Lot Owners or their family members, tenants, guests, agents, or invitees to protect their health, safety, or welfare.
- 3.4.7 Based upon the advice of emergency management officials or public health officials or upon the advice of licensed professionals retained by or otherwise available to the Board, determine whether the Common Areas or facilities can be safely inhabited, accessed, or occupied. However, such determination is not conclusive as to any determination of habitability under the Declarations.
- 3.4.8 Mitigate further damage, injury, or contagion, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Common Areas or facilities or sanitizing the Common Areas or facilities.

- 3.4.9 Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the Declarations or other recorded Governing Documents, levy special assessments without a vote of the Lot Owners.
- 3.4.10 Without Lot Owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions contained in the Declarations or other recorded Governing Documents.
- 3.4.11 Notwithstanding Subsections 3.4.6—3.4.9, during a state of emergency declared by executive order or proclamation of the Governor under Section 252.36, Florida Statutes, the Association may not prohibit Lot Owners, tenants, guests, agents, or invitees of a Lot Owner from accessing the Common Areas and facilities for ingress to and egress from the Lot when access is necessary in connection with: (a) The sale, lease, or other transfer of title of a Lot, or (b) the habitability of the Lot or for the health and safety of such person unless a governmental order or determination, or a public health directive from the Centers for Disease Control and Prevention, has been issued prohibiting such access to the Lot. Any such access is subject to reasonable restrictions adopted by the Association's Board of Directors.

4. **MEMBERS.**

- 4.1 Members. Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration of Covenants is a member of the Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one lot that is subject to the provisions of the Declaration of Covenants, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by record conveyance or other transfer of title of a Lot.
- 4.2 Voting. The Association shall have one class of voting membership. All Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Article 4.1 hereof; provided, however, there shall be only one (1) vote per Lot. In any situation where a person is entitled personally to exercise the vote for his lot and more than one (1) person holds an interest in such lot required for membership, the vote for such lot shall be exercised as those persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it.

5. **DIRECTORS.**

- 5.1 Board of Directors. The affairs of the corporation shall be managed by the Association Board of Directors consisting of not less than three (3) nor more than nine (9) directors. The qualification, number and term of directors shall be established in the Association Bylaws. The members of the Board of Directors have a fiduciary duty to the members of the Association.

- 5.2 Election of Directors. Directors of the Association shall be elected at the annual meetings of the members, in the manner determined by the Association Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Association Bylaws and pursuant to the Homeowners Association Act.
6. **OFFICERS.** The officers designated in the Association Bylaws shall administer and manage the affairs of the Association. The Board of Directors shall elect the officers at its first meeting following the annual meeting of the members of the Association in accordance with the provisions of the Association Bylaws. Officers shall serve at the pleasure of the Board of Directors.
7. **INDEMNIFICATION.**
- 7.1 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 is or was a Director, officer or committee member of the Association, against expenses (including trial and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her 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 he or she did not act in good faith, nor 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 (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 which he or she reasonably believed to be in or not opposed to the best interest of the Association, and, for any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the Members, 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.
- 7.2 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 7 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including trial and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.
- 7.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceedings upon receipt of any undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized herein or as otherwise permitted by law.
- 7.4 Miscellaneous. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, 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. Anything to the contrary notwithstanding, the provisions of this Article 7.1 may not be amended without the written approval of all persons whose interests would be adversely affected by such amendment.

- 7.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.
8. **BYLAWS.** The Association Bylaws shall be amended in the manner provided in the Bylaws.
9. **AMENDMENTS.** Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:
- 9.1 Notice. The text of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is considered.
- 9.2 Proposal and Adoption. An amendment may be proposed either by the Board of Directors or by the members of the Association. Members may propose such an amendment by instrument in writing delivered to the Association President or Secretary signed by not less than twenty percent (20%) of the membership. Except as elsewhere provided, an amendment must be approved by the affirmative vote of not less than a majority of the owners present, in person or by proxy, at a membership meeting.
- 9.3 Certification. Each amendment to the Articles of Incorporation shall be filed with the Secretary of State and shall be attached to a duly-executed Certificate of Amendment and recorded in the Public Records of Sarasota County, Florida.
10. **TERM.** The term of the Association shall be perpetual, unless sooner terminated according to law.
11. **ORIGINAL SUBSCRIBER.** The name and address of the initial subscriber of the original Articles of Incorporation were as follows:
- NAME: Douglas C. Roland Avenue
- ADDRESS: 500 E. Kennedy Blvd.
Suite 200
Tampa, FL 33602
12. **REGISTERED OFFICE AGENT.** The registered office of the Association shall be 899 Woodbridge Drive, Venice, Florida 34293 1062 E. Venice Ave., Venice, Florida 34285. The registered agent of the Association at that office shall be Advanced Management Argus Management of Venice, Inc., 899 Woodbridge Drive, Venice, Florida 34293 1062 E. Venice Ave., Venice, Florida 34285. The Association Board of Directors may change the registered office and registered agent from time to time as permitted by law.

13. **MISCELLANEOUS.**

- 13.1 Interpretation. Unless defined herein, terms used herein shall have the same meaning as provided in the Declaration of Covenants. The Board of Directors is responsible for interpreting the provisions of the Declarations, 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 and arbitrary. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable and arbitrary shall conclusively establish the validity of such interpretation.
- 13.2 Definitions. If a term is not defined herein or in the Declarations or is deemed ambiguous, the Board of Directors shall be responsible for defining the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the community, or refer to a common dictionary when defining a term. The Board of Directors' definition shall be binding on all parties unless wholly unreasonable and arbitrary.
- 13.3 Conflicts. The term "Governing Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration of Covenants, Articles of Incorporation, and the Bylaws, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declarations. In the event of a conflict between the language in the Declaration of Covenants and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict in any of the Governing Documents, the documents shall control in the following order: Declaration of Covenants, Articles of Incorporation, Bylaws, and Rules and Regulations.
- 13.4 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.
- 13.5 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.
- 13.6 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.