

N99000002945

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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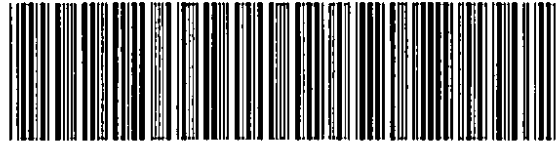
(Business Entity Name)

(Document Number)

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Condominium, Homeowner
and Cooperative Association

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



Law Offices of Wells | Olah | Cochran

Attorneys at Law

Civil Litigation
Construction Litigation

Jackson C. Kracht, Esq.
Michael P. Wallach, Esq.
Thomas A. Marino II, Esq.

August 19, 2022

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

Re: Certificate of Amendment
Gateway Office Park Condominium 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, P.A.

Thomas A. Marino II, Esq.
tmarino@kevinwellspa.com

TAM/gb
Enclosures

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Prepared by and Return to:
Thomas A. Marino II, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Rd., Bldg. B
Sarasota, FL 34237
(941) 366-9191 Telephone

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
GATEWAY OFFICE PARK CONDOMINIUM ASSOCIATION, INC.
(Division of Corporation's Document Number: N99000002945)

Pursuant to the provisions of Section 617.1006, Florida Statutes, this Florida Not For Profit Corporation adopts the following amendment(s) to its Articles of Incorporation:

- A. If amending name, enter the new name of the corporation: N/A.
- B. Enter new principal office address, if applicable: N/A.
- C. Enter new mailing address, if applicable: N/A.
- D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address: N/A.
- E. If amending or adding additional Articles, enter change(s) here: See Attached.

The date of each amendment(s) adoption: adopted by affirmative vote the attached amendment(s) on:
July 27, 2022, Annual Membership Meeting.

Effective Date if applicable: immediately upon filing with the Division of Corporations.

Adoption of Amendments: (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the Board of Directors.

DATED this 17th day of August, 2022.

GATEWAY OFFICE PARK CONDOMINIUM ASSOCIATION, INC.,
a Florida Not for Profit Corporation

By: [Signature]
Bogie Korszen, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of August, 2022, by Bogie Korszen as the President of GATEWAY OFFICE PARK CONDOMINIUM ASSOCIATION, INC., a Florida Not for Profit Corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

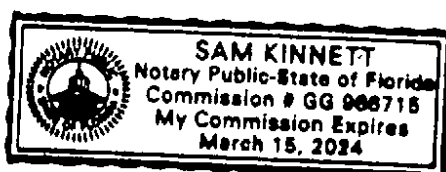
Sign:

Print:

State of Florida at Large (Seal)

My Commission expires:

March 15, 2024



Attested by: Debra Cristello
Debra Cristello, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

(Corporate Seal)

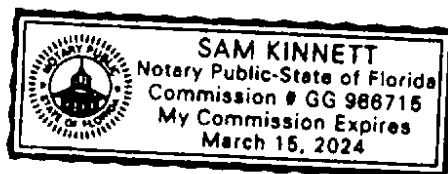
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 17 day of August, 2022, by Debra Cristello as the Secretary of **GATEWAY OFFICE PARK CONDOMINIUM ASSOCIATION, INC.**, a Florida Not for Profit Corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: SKennett
Print: Sam Kinnett

State of Florida at Large (Seal)

My Commission expires: March 15, 2024



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FILED

AMENDMENTS

ARTICLES OF INCORPORATION OF GATEWAY OFFICE PARK CONDOMINIUM ASSOCIATION, INC.

[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE 3 GENERAL POWERS

The general powers that the Association shall have are as follows:

The emergency powers that the Association shall have are as follows:

In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers and any other powers authorized by the provisions of Section 718.1265, Florida Statutes (2021), and Sections 617.0207 and 617.0303, Florida Statutes (2021). For purposes of this Article 3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to: (1) 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; (2) 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:

A. Conduct Board meetings, committee meetings, elections, and membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, electronic transmission, public service announcements, and conspicuous posting on the Condominium Property or Association Property or any other means the Board deems reasonable under the circumstances. Notice of decisions also may be communicated as provided in this paragraph.

B. Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.

C. 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.

D. Relocate the Association's principal address or designate alternative principal addresses.

E. Enter into agreements with governmental agencies, local counties and municipalities to assist counties and municipalities with debris removal and other emergency assistance.

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F. 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.

G. Based upon advice of emergency management officials or public health offices, or upon the advice of licensed professionals retained by or otherwise available to the Board of Directors, determine any portion of the Condominium Property or Association Property unavailable for entry or occupancy by Unit Owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

H. Require the evacuation of the Condominium Property 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 Property or Association Property 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.

I. Based upon advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise made available to the Board of Directors, determine whether the Condominium Property, Association Property, or any portion thereof can be safely inhabited, accessed or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration

J. 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 or contagion, including, but not limited to, mold or mildew, 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. The Association will notify the Owner of such action as soon as practicable.

K. 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. Without limitation, such items or services may include the drying of units, the boarding of broken windows or doors, the replacement of damaged air conditioners or air handlers to provide climate control in the units or other portions of the property, and the sanitizing of the condominium property or association property, as applicable. The Association will notify the Owner of such action as soon as practicable.

L. 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.

M. Without Unit Owners' 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.

N. 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 this Article 3.3 herein shall only be liable for willful misconduct.

Notwithstanding Paragraphs A. through N. above, during a state of emergency declared by executive order or proclamation of the Governor pursuant to Section 252.36, Florida Statutes, the Association may not prohibit Unit owners, tenants, guests, agents, or invitees of a Unit owner from accessing the Unit and the Common Elements and Limited Common Elements appurtenant thereto for the purposes of ingress and egress from the unit and when access is necessary in connection with: (a) the sale, lease, or other transfer of title of a Unit, or (b) the habitability of the Unit 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 unit. Any such access is subject to reasonable restrictions adopted by the Association.

The emergency powers authorized in Article 3 herein shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the Unit Owners, their family members, tenants, guests, occupants and invitees and shall be reasonably necessary to mitigate further damage, injury or contagion and make emergency repairs to the Common Elements and Association Property.

...

ARTICLE 14

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 attorney fees and appellate attorney 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, 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 interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his 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 Paragraph A. above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified for expenses (including attorney fees and appellate attorney 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 shall 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 to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 14.

D. Miscellaneous. The indemnification provided by this Article 14 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.

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 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 14.

~~All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred in connection with any proceeding (including appellate proceedings) or settlement thereof in which they may become involved by reason of holding such office. In not event, however, shall any officer or Director be indemnified for his own willful misconduct or, with respect to any criminal proceeding, his own knowing violation of provisions of law. The Association may purchase and maintain insurance on behalf of all officers and Directors for any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.~~

...

ARTICLE 16 THE FLORIDA CONDOMINIUM ACT

In the event of a conflict between the provisions of these Articles of Incorporation and the Act, the terms and provisions of the Act shall control and, to that extent, are incorporated by reference herein. As used in this Article 16, the "Act" shall mean the provisions of Chapter 718, Florida Statutes, in effect as of the date on which these Articles of Incorporation are filed by the Florida Secretary of State as it is presently existing or as it may be amended from time to time.

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