

ARTICLES OF INCORPORATION

OF

GULFSTREAM TOWERS ASSOCIATION, INC.  
(a Non-Profit Corporation)

WE, the undersigned, acknowledge and file in the office of the Secretary of State of the State of Florida, for the purpose of forming a non-profit corporation in accordance with the laws of the State of Florida, these Articles of Incorporation, as by law provided.

ARTICLE I

The name of this corporation shall be GULFSTREAM TOWERS ASSOCIATION, INC.,/a condominium, and the principal office shall be in Sarasota County, Florida.

ARTICLE II

The purposes for which this corporation is formed are as follows:

- A. To form an "association" as defined in the "Condominium Act" of the Statutes of the State of Florida, and in conjunction therewith to establish and collect assessments from the unit owners and members for the purpose of operating, maintaining, repairing, improving and administering the condominium property, and to perform the acts and duties desirable for apartment house management for the units and common elements.
- B. To carry out the duties and obligations and receive the benefits given the association by the "Declaration of Restrictions, Reservations, Covenants, Conditions and Easements" of GULFSTREAM TOWERS, A CONDOMINIUM.
- C. To establish by-laws for the operation of the condominium property providing for the form of administration and rules and regulations for governing the association.

To accomplish the foregoing purposes, the corporation shall have all corporate powers permitted under Florida law, including the capacity to contract, bring suit and be sued, and those provided by the "Condominium Act". No part of the income of this corporation shall be distributed to the members, directors and officers of the corporation.

ARTICLE III

Section 1. All unit owners of a condominium parcel shall automatically be members, and their membership shall automatically terminate when then they are no longer owners of a unit.

Section 2. There shall be not more than seventy-two (72) voting members at any one time; each apartment unit shall be entitled to one vote at meetings of the association. A corporation or any individual with an interest in more than one unit may be designated the voting member for each unit in which he owns an interest.

ARTICLE IV

This corporation shall have perpetual existence.

ARTICLE V

The names and residences of the subscribers are as follows:

<u>NAME</u>	<u>RESIDENCE</u>
Donald C. McClelland, Jr.	1900 Main Building Sarasota, Florida
Daniel P. Hansen	1900 Main Building Sarasota, Florida
Richard S. Sparrow	1900 Main Building Sarasota, Florida

ARTICLE VI

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than eleven (11) persons.  
(Amended 09/02/65).

Section 2. Directors shall be elected by the voting members in accordance with the By-laws at the regular annual meeting of the membership of the corporation to be held at 10:00 A. M. on the first Monday in June of each year. In the event of a vacancy the elected directors may appoint an additional director to serve the balance of said year.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors on the 15th of January of each year, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable, consistent with the corporate By-Laws.

ARTICLE VII

The names of the officers who shall serve until the first election are as follows:

<u>NAME</u>	<u>TITLE</u>
Richard S. Sparrow	President
Donald C. McClelland, Jr.	Vice President
Daniel P. Hansen	Secretary-Treasurer

ARTICLE VIII

The following persons shall constitute the first Board of Directors, and shall serve until the first election of the Board of Directors at the first regular annual meeting of the members:

<u>NAME</u>	<u>RESIDENCE</u>
Richard S. Sparrow	1900 Main Building Sarasota, Florida
Donald C. McClelland, Jr.	1900 Main Building Sarasota, Florida
Daniel P. Hansen	1900 Main Building Sarasota, Florida

ARTICLE IX

The By-Laws of this corporation may be altered, amended or rescinded at any duly called meeting of the members provided that the notice of meeting contains a full statement of the proposed amendment, a quorum is in attendance, and there be an affirmative vote of 3/4ths of the qualified voting members of the corporation.

ARTICLE X

Section 1. Proposals for the alteration, amendment or rescission of these Article of Incorporation may be made by any of the voting members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing filed by the members, and delivered to the President not less than twenty (20) days prior to the membership meeting at which such proposal is voted upon. The Secretary shall give to each voting member notice setting out the proposed alteration, amendment or rescission and the time of the meeting at which such proposal will be voted upon, and such notice shall be given not

ARTICLE X

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84%  
vote

← 56 members

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposals to the President for alteration, amendment or rescission of these Articles either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

IN WITNESS WHEREOF, we hereunto set our hands and seals at Sarasota, Sarasota County, Florida, this 18<sup>th</sup> day of November, 1964.

Signed, Sealed and Delivered in the Presence of:

Richard S. Sparrow (SEAL)  
RICHARD S. SPARROW  
Donald C. McClelland, Jr. (SEAL)  
DONALD C. McCLELLAND, JR.  
Daniel P. Hansen (SEAL)  
DANIEL P. HANSEN

LAW OFFICES  
RICHARD S. SPARROW  
& DANIEL P. HANSEN  
ROOM 316  
D MAIN BUILDING  
SARASOTA, FLORIDA

STATE OF FLORIDA     )  
                                  )  
COUNTY OF SARASOTA    )

ON THIS DAY personally appeared before me, the under-  
signed officer, duly authorized to take acknowledgments, RICHARD  
S. SPARROW, DONALD C. McCLELLAND, JR., and DANIEL P. HANSEN, to  
me well known and known to me to be the subscribers described in  
and who executed the foregoing Articles of Incorporation, and  
acknowledged before me that they executed the same freely and  
voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal at Sarasota, said  
County and State, this 18<sup>th</sup> day of November, 1964.

*Walter L. Hunter*  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Apr. 23, 1965

slur.

OFFICES  
LESTER SPARROW  
& McCLELLAND  
1000 B14  
MAIN BUILDING  
SUITE 100

2009 DEC 07 10:06 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
CEAGLETO Receipt#1228130

Prepared by and return to:  
Kevin T. Wells, Esq.  
The Law Offices of Kevin T. Wells, P.A.  
1800 Second Street, Suite 803  
Sarasota, Florida 34236  
(941) 366-9191 (Telephone)  
(941) 366-9292 (Facsimile)

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM  
GULFSTREAM TOWERS, A CONDOMINIUM**



We hereby certify that the attached amendments to the Declaration of Condominium of Gulfstream Towers, a Condominium (which Declaration is originally recorded at Official Records Book 505, Page 53 et seq. of the Public Records of Sarasota County, Florida) were approved and adopted at a Special Membership Meeting of GULFSTREAM TOWERS ASSOCIATION, INC., A CONDOMINIUM (herein, the "Association") held on November 19, 2009, by the affirmative vote of not less than fifty-one percent (51%) of the total membership of the Association, as required by Article 5(1) of the Declaration of Condominium. The Association further certifies that the amendment(s) was proposed and adopted as required by the governing documents and applicable law.

DATED this 4<sup>th</sup> day of December, 2009.

Signed, sealed and  
delivered in the presence of :

GULFSTREAM TOWERS  
ASSOCIATION, INC., A CONDOMINIUM

Sign: [Signature]  
Print: JAMES M. FAIX

By: [Signature]  
JAMES W. CURRIE, President

Sign: [Signature]  
Print: MARCIA J. PENCOCK

ATTEST:

Sign: [Signature]  
Print: JAMES M. FAIX

By: [Signature]  
MAURICE F. DINNEEN Secretary

Sign: [Signature]  
Print: MARCIA J. PENCOCK

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4th day of December, 2009, by JAMES W. CURRIE as President of Gulfstream Towers Association, Inc., a Condominium, a Florida corporation not for profit, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Sign: 

Print: JAMES M. FAIX

State of Florida at Large (Seal)  
My Commission expires:



JAMES M. FAIX  
MY COMMISSION # DD 783623  
EXPIRES: June 29, 2012  
Bonded Thru Budget Notary Services

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4th day of December, 2009, by MAURICE F. DIMMICK as Secretary of Gulfstream Towers Association, Inc., a Condominium, a Florida corporation not for profit, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Sign: 

Print: JAMES M. FAIX

State of Florida at Large (Seal)  
My Commission expires:



JAMES M. FAIX  
MY COMMISSION # DD 783623  
EXPIRES: June 29, 2012  
Bonded Thru Budget Notary Services

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**PROPOSED AMENDMENTS**

**DECLARATION OF CONDOMINIUM  
GULFSTREAM TOWERS, A CONDOMINIUM**

*(Additions are indicated by underline; deletions by ~~strike-through~~)*

**19.**

**Sale, Rental, Lease or Other Transfer**

(1) A unit shall not be leased for less than three (3) consecutive months. A unit shall not be leased for more than twelve (12) consecutive months. Only one (1) unit lease is allowed per calendar year. A lease shall be counted in the calendar year in which the lease commences. Should a tenant move out before the rental term is completed, the unit cannot be leased again during that calendar year. A unit shall not be subleased or assigned. There shall be a maximum of fourteen (14) rentals permitted at any one time in the condominium. Thereafter, a unit owner requesting to rent his unit shall be placed on a rental waiting list, first come, first served. The order of first come, first serve shall be as follows: leases with terms of 1 year shall be given first priority; leases with terms of 6 months to 11 months and 29 days shall be given second priority; leases with terms of 3 months to 5 months 29 days shall be given third priority. If a lease is a renewal with the same lease term and same renter(s), then the lease is automatically approved.

No unit shall be leased unless the Board or its designee shall first approve the tenant and lease terms in writing. The Board shall have the right to interview all proposed tenants and occupants. If the Board disapproves a lease, the lease shall not be made. The Board may promulgate lease application and other forms and require their use. If a unit owner is more than thirty (30) days delinquent in payment of his unit's annual or special assessments, the Board may disapprove all lease applications until the owner's account is brought current. If a unit owner becomes delinquent in payment of his assessments during the lease on the owner's unit, the Association may demand and require the renter make rent payments directly to the Association until the owner's account is brought current. In such case, the rental payments shall be treated as partial payments by the owner and applied to the owner's assessment account as provided in Section 718.116(3), Florida Statutes. Once the owner's account is brought current, any remaining rental payments shall be forwarded to the unit owner. Prior to the acceptance of a renter and with the deposit of the unit owner's security deposit, the unit owner shall sign a rental assignment form prepared by the Association by which the renter agrees to submit his rent directly to the Association upon written notification by the Association that the owner's assessments are delinquent.

A unit owner must pay the Association a non-refundable \$100 application fee for each prospective tenant being considered by the Board. A husband/wife or parent/dependent/child shall be considered one applicant. If the lease is a renewal of a lease with the same previously approved tenant, no application fee shall be charged. The unit owner shall also pay to the Association a refundable security deposit in an amount of \$500 or one month's rent, whichever is less, to protect the common elements and Association property from damage. The refundable security deposit will be held by the Association in a non-interest bearing escrow account; therefore, unit owners will not receive any interest on the security deposit. The application fee shall be paid to the Association prior to the interview and the security deposit shall be paid to the Association prior to any occupancy of the unit by the tenant.

The unit owner has the obligation to promptly terminate a lease if the Board notifies the unit owner that the tenant is not complying with the requirements of the condominium documents and the Association's rules and regulations. The unit owner and tenant shall be jointly and severally responsible for reimbursing the Association its reasonable attorney's fees and costs so incurred.

By leasing their units, unit owners shall not have the right to use the amenities, common elements or the parking garage during the term of the lease, except as a guest of another unit owner.

Furniture may be moved in or out of the building only Monday through Friday, 8:30 AM to 4:30 PM.



56 Maximum occupancy in a one-bedroom unit shall be no more than two (2) renters. Maximum occupancy in a two-  
57 bedroom unit shall be no more than four (4) renters. This restriction shall apply to all units.

58  
59 This amendment to Article 19(1) of the declaration shall automatically expire three (3) years after its recording unless  
60 the membership votes prior to that date to extend or make permanent these provisions and a certificate to such affect is  
61 recorded in the public records. If no such membership vote occurs, these amendments to Article 19(1) shall  
62 automatically terminate and Article 19(1) shall revert back to its language as it existed prior to this amendment.

63  
64 ~~In no event shall a Unit be rented or leased. It is the intent of this provision to limit occupancy of Units to Owners~~  
65 ~~except for temporary occupancy by non-paying guests and family of Owners. For purposes of this section,~~  
66 ~~“temporary” shall mean occupancy not exceeding 30 days in any calendar year unless written application by owner is~~  
67 ~~made to the Board and approved by it. Such approval will be consistent with the provision of Section 20, paragraph~~  
68 ~~(e), and Section 20, paragraph (k).~~