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CERTIFICATE OF AMENDMENT

ARTICLES OF INCORPORATION
OF
CASTEL DEL MARE CONDOMINIUM
ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation of CASTEL DEL MARE CONDOMINIUM ASSOCIATION, INC. (herein, "the Association") (the Declaration of Condominium of Castel Del Mare Condominium, is originally recorded at Official Records Book 1088, Page 1305 et seq. of the Public Records of Sarasota County, Florida) were duly adopted and approved by not less than two-thirds (2/3) of the Association membership at its 4/22/03 and 5/6/03 Special Membership Meetings, as required by Article XI of the Articles of Incorporation of the Association.

DATED this 13th day of May, 2003.

Signed, sealed and delivered:
in the presence of:

sign Mary E. Canegai
print MARY E CANEGAI
sign Winfred Potestio
print WINIFRED POTESTIO

Signed, sealed and delivered:
in the presence of:

sign Mary E. Canegai
print MARY E. CANEGAI
sign Winfred Potestio
print WINIFRED POTESTIO

CASTEL DEL MARE CONDOMINIUM
ASSOCIATION, INC.

By: Paul F. McCoy
_____, President

Attest: Patricia R. Beug
_____, Secretary

(Corporate Seal)

CASTEL DEL MARE CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION

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AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
CASTEL DEL MARE
CONDOMINIUM ASSOCIATION, INC.**

*[Substantial rewording of Articles of Incorporation. See original
Articles of Incorporation and prior amendments for present text.]*

By these Articles of Incorporation the unit owners of CASTEL DEL MARE CONDOMINIUM (herein, "the Condominium"), located in Sarasota County, Florida, associate themselves as a corporation not for profit under Chapter 617, Florida Statutes. The original Articles of Incorporation of Castel Del Mare Condominium Association, Inc. were filed in the Office of the Secretary of State on August 26, 1975, Charter Number 733661, and were recorded at Official Records Book 1088, Page 1357 et seq. of the Public Records of Sarasota County, Florida. The original Declaration of Condominium of Castel Del Mare Condominium was recorded at Official Records Book 1088, Page 1305 et seq. of the Public Records of Sarasota County, Florida.

**ARTICLE 1.
NAME AND PRINCIPAL ADDRESS**

The name of this corporation shall be CASTEL DEL MARE CONDOMINIUM ASSOCIATION, INC. (herein, "the Association"), with its principal address located at 1620 Stickney Point Road, Sarasota, FL 34231. The Association Board of Directors may change the location of the principal office of the Association from time to time as allowed by law.

**ARTICLE 2.
PURPOSES**

2.1 Purposes. The purposes for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein, "the Condominium Act"), for the operation and management of the affairs and property of the Condominium known as CASTEL DEL MARE CONDOMINIUM and to perform all acts provided in the Declaration of Condominium, these Articles of Incorporation, the Association Bylaws and the Condominium Act.

2.2 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

**ARTICLE 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 of a corporation not for profit not in conflict with the terms of these Articles of Incorporation, the Declaration of Condominium, or the Condominium Act.

3.2 Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act and those set forth in the Declaration of Condominium and the Association Bylaws, if not inconsistent with the Condominium Act, including, but not limited to, the following:

a. To make and collect assessments and fees against its members as unit owners to defray the expenses and losses of the Association.

b. To use the proceeds of assessments in the exercise of its powers and duties, including but not limited to encouraging social gatherings among its members, guests and residents by paying, in whole or in part, for amenities such as food, beverages, entertainment, etc.

c. To maintain, lease, repair, replace, and operate the common elements and Association property.

d. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members, as unit owners.

e. To reconstruct improvements after casualty and further improve and alter the condominium property.

f. To make and amend reasonable rules respecting the use and occupancy of the units and common elements of the Condominium; provided, however, that no such rule or amendment shall conflict in any regard with the rights of unit owners provided in the Declaration of Condominium or in the Condominium Act.

g. To approve and disapprove the transfer, mortgage and ownership of units, the condominium property and the common elements, as provided by the Declaration of Condominium.

h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association and the

Rules of the Association and to negotiate and settle all threatened or pending disputes, claims or lawsuits arising therefrom.

i. To contract for the management and maintenance of the condominium property and to authorize a management agent 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 Condominium or a management contract to have the approval of the Board of Directors or the membership of the Association.

j. To employ personnel to perform the services required for proper operation of the Condominium.

k. To acquire and enter into agreements acquiring leaseholds, memberships 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 Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

l. To purchase, sell, mortgage or lease condominium units and additional real property.

m. To borrow money and secure the same by execution of mortgages encumbering the Condominium and Association property and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association.

n. To provide owners with services relating to the lease, sale and maintenance of their units.

o. To alter and improve the Condominium pursuant to the terms and conditions of the Declaration of Condominium and the Condominium Act.

p. To create and incur common expenses for the operation and encouragement of a social club, the membership of which is limited to the owners, guests and residents of the condominium units.

q. To lease office space and provide and/or operate a rental and/or sales program.

r. To levy reasonable fines against a unit owner for the failure of the owner of the Unit, or the owner's occupant, licensee, tenant, guest or invitee to comply with any provision of

the Declaration of Condominium, Articles of Incorporation, Association Bylaws, or Rules, pursuant to section 718.303(3), Florida Statutes, in conformance with the procedures contained in the Association Bylaws and any Association Rule.

s. In the event of an emergency as defined in Article 3.3 herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time.

3.3 Emergency Powers. For purposes of this Article 3.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is 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:

a. The Board of Directors may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

b. The Board of Directors may name any person to serve as interim Assistant Officers, which Assistant Officers shall have the same authority as the officers to whom they are assistants during the period of emergency, to accommodate the incapacity or absence from the area of any officer of the Association.

c. The Board of Directors may hold Board meetings during an emergency with notice given only to those directors with whom it is practicable to communicate, and the notice can be given in any practicable manner. The Director or directors in attendance at such a Board meeting shall constitute a quorum.

d. Corporate action taken in good faith to meet the emergency needs of the Association or its unit owners shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

3.4 Assets Held in Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Association Bylaws.

3.5 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 of Condominium, these Articles and the Association Bylaws.

ARTICLE 4. MEMBERS

4.1 Members. The members of the Association shall consist of all owners of condominium residential units in the Condominium. After the termination of the Condominium, the members shall consist of those who are members at the time of such termination, their successors and assigns.

4.2 Change of Membership. After receiving approval of the Association Board of Directors required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a Deed or other instrument establishing title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The Board may, in its sole discretion, require the member to provide it a certified copy of a Deed or other instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is automatically terminated.

4.3 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 the member's Unit.

4.4 Voting. The owner of each residential Unit shall be entitled to one (1) vote as a member of the Association. The manner of exercising voting rights shall be determined by the Association Bylaws.

ARTICLE 5. DIRECTORS

5.1 Board of Directors. The affairs of the Association shall be managed by the Board of Directors. The Board shall consist of not less than three (3) nor more than seven (7) directors, with the exact number of directors to be stated in the Association Bylaws. A Director must fulfill all requirements of eligibility provided in the Association Bylaws and by law. 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 by the Association Bylaws.

ARTICLE 6. OFFICERS

The affairs of the Association shall be administered by officers designated in the Association Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The officers have a fiduciary duty to the members of the Association.

ARTICLE 7. INDEMNIFICATION

Every Director, every officer of the Association and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and all liabilities, including trial and appellate counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director, officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a Director, officer or is serving at the time such expenses and liabilities are incurred, except when the Director, officer or member is adjudged guilty (or a withholding of adjudication is entered after a plea of guilty or no contest) of an act or omission to act which is material to the cause of action and which constitutes:

- a. A violation of the criminal law. Unless the Director, officer or member had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- b. A transaction from which the Director, officer or member derived an improper personal benefit; or
- c. Willful misconduct or a conscious disregard for the best interests of the Condominium Association in a proceeding by or in the right of the Condominium Association to procure a judgement in its favor or in a proceeding by or in the right of a member of the Association;

provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, officer or member may be entitled.

**ARTICLE 8.
BYLAWS**

The Association Bylaws shall be amended in the manner provided by the Bylaws.

**ARTICLE 9.
AMENDMENTS OF ARTICLES OF INCORPORATION**

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. Such notice shall contain the full text of the Article to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be indicated by strike throughs. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and strike throughs as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

“Substantial rewording of Article. See Article _____ for present text.”

9.2 Proposal and Approval. An amendment may be proposed either by the Board of Directors or by thirty percent (30%) of the members of the Association. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3rds) of the membership of the Association present (in person and by proxy) and voting at a membership meeting.

9.3 Limitation on Amendments. No amendment shall make any changes in the qualifications for membership nor the voting rights of members without the approval by all members. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 Certification. Each amendment hereto shall be certified by the Secretary of State and shall be recorded in the Public Records of Sarasota County, Florida.

**ARTICLE 10.
TERM**

The term of the Association shall be perpetual, unless dissolved or terminated according to law.

**ARTICLE 11.
SUBSCRIBERS**

The names and addresses of the original subscribers of these Articles of Incorporation are as follows:

NAME	ADDRESS
Rick Alexander	8310 Vamo Road Sarasota, Florida
Joy C. Billings	5608 Granada Drive, Apt. 150 Sarasota, Florida
Dianna Reid	1628 Stickney Point Rd., Apt. 102 Sarasota, Florida

**ARTICLE 12.
REGISTERED OFFICE AND AGENT**

The registered office of the Association shall be 1620 Stickney Point Road, Sarasota, Florida 34231. The registered agent of the Association at that office shall be Paul McCoy. The Board of Directors may change the registered office and the registered agent from time to time as allowed by law.