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MAY 25 2018

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THE LAW OFFICES OF
LOBECK & HANSON

PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS
CIVIL LITIGATION
PERSONAL INJURY
FAMILY LAW
LAND USE LAW
ESTATES AND TRUSTS

**FLA. SUPR. CT. CERTIFIED MEDIATOR*

May 21, 2018

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

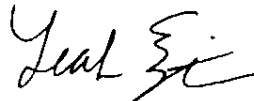
Re: Certificate of Amendment
Tivoli By The Sea Association, Inc.

To Whom It May Concern:

Please find enclosed an original Certificate of Amendment and attached Amendment to the Articles of Incorporation for the above-referenced corporation and a check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Sincerely,



Leah E. Ellington

LEE/pft
Enclosure

CERTIFICATE OF AMENDMENT

**ARTICLES OF INCORPORATION
FOR
TIVOLI BY THE SEA ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Articles of Incorporation were approved and adopted at a Special Membership Meeting held on April 26, 2018, by the affirmative vote of not less than two-thirds (2/3rds) of the members present and voting (in person or by proxy), which is sufficient for adoption pursuant to Article XI of the Articles of Incorporation.

DATED this 4th day of May, 2018.

Signed, sealed and delivered
in the presence of:

sign:

print:

sign:

print:

TIVOLI BY THE SEA ASSOCIATION, INC.

By:

Terry Mollan, President

Signed, sealed and delivered
in the presence of:

sign:

print:

sign:

print:

By:

Diana Heymann, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4th day of May, 2018, by Terry Mollan, as President of Tivoli by the Sea Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification.

NOTARY PUBLIC

sign

print

State of Florida at Large (Seal)

My Commission expires:



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of May, 2018, by Diana Heymann, as Secretary of Tivoli by the Sea Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

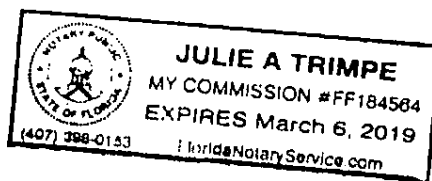
sign

print

Julie A Trimpe
State of Florida at Large (Seal)

My Commission expires:

Prepared by: Leah E. Ellington, Esq.
2033 Main Street, Suite 403
Sarasota, Florida 34237



Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
TIVOLI BY THE SEA ASSOCIATION, INC.

ARTICLE 1.
NAME OF CORPORATION AND PRINCIPAL OFFICE

The name of the corporation shall be TIVOLI BY THE SEA ASSOCIATION, INC. (herein "the Association"). The principal office of the Association shall be located at 625 Beach Road, Sarasota, Florida 34242. The Association Board of Directors (herein "the Board") may change the location of the principal office of the Association from time to time.

ARTICLE 2.
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (herein "the Condominium Act"), for the operation of TIVOLI BY THE SEA, A CONDOMINIUM (herein "the Condominium"), located in Sarasota County, Florida. The Association shall be organized as a Florida corporation not for profit. As such, it shall issue no stock and make no distribution of income to its Members, Directors or officers.

ARTICLE 3.
DEFINITIONS

The terms used herein shall have the same definitions as stated in the Declaration of Condominium and the Condominium Act unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration of Condominium (herein "the Declaration") or by the Condominium Act, the Board shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

ARTICLE 4. POWERS

4.1 GENERAL POWERS. The Association shall have all of the statutory and common law powers of a corporation not for profit and all of the powers and duties set forth in the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes), the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, and Bylaws of the Association, all as amended from time to time, except as may be limited or otherwise provided by these Articles of Incorporation or by law. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and Bylaws.

4.2 SPECIFIC POWERS. The Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and the Condominium Act, including, but not limited to, the following:

A. To make, amend and collect annual and special Assessments against Members as 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.

C. To maintain, repair, alter, improve, replace, administer and operate the Condominium Property, which shall include the irrevocable right of access to each Unit during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements or any portion of the Unit to be maintained by the Association pursuant to the Declaration or as necessary to inspect and/or prevent damage to the Common Elements or a Unit or Units.

D. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its Members as Owners.

E. To reconstruct improvements after casualty and to further improve the Condominium Property.

F. To make and amend reasonable Rules regarding the use and occupancy of the Units and Common Elements of the Condominium.

G. To approve or disapprove the transfer, lease, mortgage and ownership of Units in the Condominium and operate a rental or sales office at the Condominium Property for the rental or sales of Units in the Condominium.

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

I. To contract for the management, operation, administration and maintenance of the Condominium Property and to delegate to such contractor any powers and duties of the Association, except such as are specifically required by the Declaration, these Articles of Incorporation, the Association Bylaws or by the Condominium Act to have the approval of the Board or the membership.

J. To employ (as an employee or independent contractor) personnel for reasonable compensation to perform the services required for proper administration and operation of the Condominium and to sell and lease Units in the Condominium.

K. 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 Owners.

L. In the event of an emergency as defined herein, the Board may exercise the emergency powers described herein and other powers authorized by the provisions of Section 718.1265 of the Florida Statutes and Sections 617.0207 and 617.0303, Florida Statutes, all as amended from time to time. For purposes of this Section 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 a catastrophe, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism. An "emergency" also exists for purposes of this Article during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event. A determination by any two (2) Directors, or by the President or by a Director and the manager that an emergency exists shall have presumptive quality. During an emergency as defined herein, the Board may exercise the following emergency powers:

1. Conduct Board meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including publication, telephone, radio, United States mail, e-mail, the Internet, public service announcements, and conspicuous posting on the Condominium Property or any other means the Board deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this Section. The Directors in attendance at such a Board meeting (if more than one (1) Director) shall constitute a quorum.

2. Cancel and reschedule any Association Board, membership or committee meeting.

3. 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

Amended and Restated Articles of Incorporation Of

Tivoli By The Sea Association, Inc.

assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

4. Relocate the Association's principal office or designate alternative principal offices.

5. Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

6. 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 air conditioners.

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

8. 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 Owner or other occupant of the Condominium fail or refuse to evacuate the Condominium Property where the Board has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

9. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the Condominium Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration.

10. Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, baseboards, air ducts, cabinetry, any and all personal property or belongings of the resident or Owner, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Condominium Property, even if the Owner is obligated by the Declaration or law to insure or replace those fixtures and to remove personal property from a Unit.

11. Contract, on behalf of any Owner or Owners, for items or services for which the Owners are otherwise individually responsible, but which are necessary to prevent further damage to the Condominium Property. In such event, the Owner or Owners on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its Assessment and claim of lien authority provided by Section 718.116, Florida Statutes and in the Declaration of Condominium to enforce collection of the charges. Without limitation, such items or services may include the

drying of Units, the boarding or other enclosure of broken or damaged windows, sliding glass doors, and exterior doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the Units or other portions of the Condominium Property.

12. Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, Articles of Incorporation or Bylaws, the Board may levy one or more special Assessments without a vote of the Owners.

13. Without 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 Declaration, Articles of Incorporation, or Bylaws.

14. Corporate action taken in good faith to meet the emergency needs of the Association or Owners 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. An officer, Director, or employee acting in good faith and in accordance with this Section is only liable for willful misconduct.

The special powers authorized above in this Section 4.2 shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the Owners and the Owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Condominium Property.

These emergency powers shall supersede any inconsistent or contrary provisions of the Declaration, Bylaws, or these Articles of Incorporation during the period of the emergency.

4.3 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 Condominium Act, the Declaration, these Articles of Incorporation and the Association Bylaws.

ARTICLE 5. MEMBERS AND VOTING RIGHTS

5.1 MEMBERSHIP. The Members of the Association shall consist of all of the record Owners of Units in the Condominium shown by recordation of a deed or other instrument in the Public Records of Sarasota County. After the termination of the Condominium the membership shall consist of those who are Members at the time of such termination, their successors and assigns.

5.2 CHANGE OF MEMBERSHIP. After receiving written approval of the Board required by the Declaration, 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 Association may require the Owner to provide a certified copy of the instrument. The Owner designated by such instrument thus automatically and immediately becomes a Member of the Association and the membership of the prior Owner is terminated simultaneously.

5.3 VOTE. The Owner of each 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 Declaration, these Articles of Incorporation and the Association Bylaws.

ARTICLE 6. INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its Members, except as compensation for services rendered. The Association shall not issue shares of stock to its Members. 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.

ARTICLE 7. TERM

The term for which this Corporation shall exist shall be perpetual, unless dissolved according to law.

ARTICLE 8. BOARD OF DIRECTORS

The affairs and operation of the Association shall be managed by a governing board called the Board of Directors. The Bylaws shall provide for the number, election, removal, qualification and resignation of the Directors and for filling vacancies on the Board.

ARTICLE 9. BYLAWS

The Bylaws of the Association may be amended as provided in the Bylaws.

ARTICLE 10. AMENDMENTS

These Articles of Incorporation may be amended by the affirmative approval of two-thirds (2/3rds) of the Members present (in person or by proxy) and voting at any Annual or Special

Membership Meeting of the Association, provided, however, that these Articles of Incorporation shall not be amended unless written notice is first given of the proposed amendment to each and every Member, not less than fourteen (14) days prior to the meeting. A copy of each amendment shall be filed with the Secretary of State and shall be recorded in the Public 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 11. INDEMNIFICATION

11.1 INDEMNIFICATION. 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 attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that he did not act in good faith, nor in a manner 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, that he had reasonable cause to believe his 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 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.

11.2 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 agreement signed by the affected Director, officer or committee member to repay such amount unless it shall ultimately be determined that the Director, officer or committee member is entitled to be indemnified by the Association as authorized in this Article 11 or as otherwise permitted by law.

11.3 EXPENSES. To the extent that a Director, officer or committee member has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article 11, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.4 MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled to 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.

11.5 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 and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

11.6 AMENDMENT. Anything to the contrary herein notwithstanding, the provisions of this Article 11 shall not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

11.7 INTENT AND INTERPRETATION. It is the intention of the membership, by the adoption of this provision, to provide the Association's Directors, officers and committee members the most comprehensive indemnification permitted under Florida law. Therefore, this Article 11 shall be so interpreted. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be otherwise entitled.

ARTICLE 12. OFFICERS

The affairs of the Association shall be administered, as directed by the Board, by the officers designated in the Association Bylaws. The officers shall be elected by the Board at its organizational meeting following the annual meeting of the Members and shall serve at the pleasure of the Board.

ARTICLE 13. REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be 2831 Ringling Blvd, Bldg. B, Suite 203-D, Sarasota, Florida 34237, and the registered agent at such address will be Julie Trimpe. The Board may change the registered agent and office from time to time as permitted by law.