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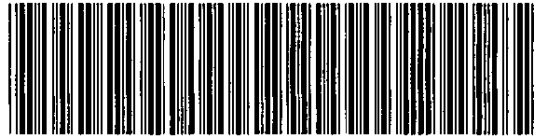
(Business Entity Name)

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T. Roberts APR 30, 2009

NAJMY THOMPSON, P.L.

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Joseph L. Najmy, Esq., CPA
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Mark F. Dahle, Jr., Esq., LL.M.
Michael J. Smith, Esq., LL.M.

April 22, 2009
Via Certified U.S. Mail

Florida Department of State
Division of Corporations
Amendment Section
Post Office Box 6327
Tallahassee, FL 32314

Re: Not-for-profit Corporation Merger; Tara Verandas One, Inc.; Tara
Verandas Two, Inc.; Tara Verandas Commons Association, Inc.
OFN: 1134.002

Dear Sir or Madam:

Enclosed please find the documents for the corporate merger for the above-referenced Florida not-for-profit corporations. The attached documents establish the merger of three (3) corporations as follows: two (2) corporations (Tara Verandas Two, Inc., and Tara Verandas Commons Association, Inc.) merge into the surviving corporation (Tara Verandas One, Inc., which is renamed to "Tara Verandas Condominium Association, Inc. Please note that the merger shall become effective as of July 1, 2009.

Enclosed please find the following documents:

1. Articles of Merger
2. Plan of Merger (Exhibit "A")
3. Amendment to Bylaws of Tara Verandas One, Inc., the surviving corporation (Exhibit "B")
4. Amendments to Declarations for Tara Verandas One, Inc., and Tara Verandas Two, Inc. (Exhibit "C")
5. Check for \$105.00

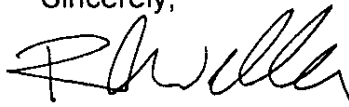
Please return all correspondence concerning this matter to the following:

**Richard A. Weller, Esquire
Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, Florida 34205**

Please do not hesitate to call me if you have any questions or need additional information to complete this filing.

**941-748-2216
Fax: 941-748-2218
Email: rweller@najmythompson.com**

Sincerely,

A handwritten signature in black ink, appearing to read 'RWeller', written over a horizontal line.

Richard A. Weller
Firm Principal

RAW;

Enclosures

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ARTICLES OF MERGER
Not for Profit Corporation

I. The Surviving Corporation:

TARA VERANDAS ONE, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION
(Document Number N31615, the Surviving Corporation)

II. The Merging Corporations:

TARA VERANDAS COMMONS ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION
(Document Number N31616, a Merging Corporation)

TARA VERANDAS TWO, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION
(Document Number N35971, a Merging Corporation)

III. The Plan of Merger is attached as Exhibit A.

IV. The merger shall become effective on July 1, 2009.

V. ADOPTION OF MERGER BY SURVIVING CORPORATION:

The Plan of Merger was adopted by the members of the surviving corporation on APRIL 6, 2009. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:

18 FOR 0 AGAINST

VI. ADOPTION OF MERGER BY MERGING CORPORATIONS:

The Plan of Merger was adopted by the members of the merging corporations on the dates listed below, the number of votes cast for the merger was sufficient for approval, and the vote for the plan was as follows:

Fax Audit No.:

<u>Name of Merging Corporation</u>	<u>Date Adopted</u>	<u>Votes FOR</u>	<u>Votes AGAINST</u>
1. Tara Verandas Commons Association, Inc.	<u>APRIL 6</u> , 2009	<u>2</u>	<u>0</u>
2. Tara Verandas Two, Inc. Condominium Association, Inc.	<u>APRIL 6</u> , 2009	<u>20</u>	<u>0</u>

VII. SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of Officer</u>	<u>Printed Name and Title</u>
1. Tara Verandas One, Inc.	BY <u>Fernand Senechal</u>	<u>FERNAND SENECHAL</u> 4/6/09
2. Tara Verandas Two, Inc.	BY: <u>Edd Gararick</u>	<u>EDD GARARICK</u> 4-6-09
3. Tara Verandas Commons Association, Inc.	BY <u>R. R. Musser</u>	<u>R. R. MUSSER</u> 4-6-09

Fax Audit No.:

EXHIBIT "A"

PLAN OF MERGER

THIS PLAN OF MERGER is by and between TARA VERANDAS ONE, INC. (the "Surviving Corporation"), a Florida not for profit corporation, and the following:

Merging Corporations:

1. TARA VERANDAS TWO, INC., a Florida not for profit corporation;
2. TARA VERANDAS COMMONS ASSOCIATION, INC., a Florida not for profit corporation;

(collectively referred to herein as the "Merging Corporations"). This Plan of Merger ("Plan") is being effected in accordance with Section 617.1101 *et seq.* of the "Florida Not For Profit Corporation Act" (the "Act").

The terms and conditions of the merger are as follows:

1. The corporations are Florida not for profit corporations, operating the condominiums and certain common property pursuant to the pertinent Declarations of Condominiums and the governing documents of the corporations. This is a plan for a corporate merger. The common elements or property within the condominiums themselves are not being merged. The corporate entities described as the Merging Corporations are merging into the Surviving Corporation. The Surviving Corporation shall become the condominium association that operates condominiums and common property within the community that have historically been operated by the Surviving Corporation and the Merging Corporations.

a. The Declaration for the Tara Verandas One Condominium was recorded in Official Record Book 1264, Page 3009, of the Public Records of Manatee County, Florida. The bylaws and articles of incorporation of Tara Verandas One, Inc., were recorded as exhibits to said Declaration. The Plat for Tara Verandas One Condominium was recorded in Condominium Plat Book 23, Page 157, of the Public Records of Manatee County, Florida.

b. The Declaration for the Tara Verandas Two Condominium was recorded in Official Record Book 1290, Page 360, of the Public Records of Manatee County, Florida. The bylaws and articles of incorporation of Tara Verandas Two, Inc., were recorded as exhibits to said Declaration. The Plat for Tara Verandas Two Condominium was recorded in Condominium Plat Book 25, Page 140, of the Public Records of Manatee County, Florida.

c. The Tara Verandas Commons Association, Inc., owns property for the use and benefit of all owners within the Tara One Condominium and Tara Two Condominium, and administers said property in accordance with its governing documents.

2. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation, as previously amended and in effect immediately before the Effective Date of the Merger (the "Effective Date") shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Date until further amended as permitted by law.

a. The name of the Surviving Corporation shall be changed to the following:

✓ **Tara Verandas Condominium Association, Inc.**

b. The Articles of Incorporation shall be amended as follows:

(strike-through language indicates deletions; underlined language indicates additions)

(i) Article I

Name: The name of the corporation, herein called the "Association", is ~~TARA VERANDAS ONE, INC.~~ TARA VERANDAS CONDOMINIUM ASSOCIATION, INC.

(ii) Article II

Purposes and Powers: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Tara Verandas One, a Condominium, located in Manatee County, Florida, Tara Verandas Two, a Condominium, located in Manatee County, Florida, and all property owned by the Association and all common property that owners within said condominiums have a right to use as set forth in their Declarations of Condominium, subject to all rules, regulations, and restrictions set forth in the governing documents. Notwithstanding any provision to the contrary in this document or the Association's bylaws, the Association shall operate as a multi-condominium as described in Section 718.405 of the Condominium Act for so long as it administers the affairs of more than one condominium association.

...

(M) To own, acquire and convey land, and to operate, maintain, and manage those lands owned or to be owned by the Corporation and such other lands which the Corporation is responsible to maintain.

(N) To operate, maintain, manage and keep in good repair, improvements and amenities upon lands owned by the Corporation and upon lands which the Corporation is responsible to maintain, including, without limitation, swimming pool, common roads and streets, and parking areas, for the use of the Corporation's members.

(O) To landscape all lands owned by the Corporation, and to all lands which the corporation is responsible to maintain, and to contribute to the artistic and architectural building and construction standards of all lands owned or maintained by the Corporation, and all buildings and improvements situate, lying and being within that area of Manatee County, Florida.

(P) To make available to the members of the Corporation and their respective unit owners, services and facilities for the enjoyment of the properties herein mentioned, and to promote the social welfare, security, pleasure, recreation, entertainment, and common good of the members.

(Q) To assess against the members of the Corporation, fees for the operation and maintenance of all lands and facilities owned by the Corporation.

(R) To construct on the lands owned by the Corporation a manager's office or residence, or to purchase a dwelling unit within the Tara Verandas complex for such purpose, if deemed desirable by the Board of Directors.

(iii) Article III

Membership:

A. The members of the Association shall consist of all record owners of a fee simple interest in one or more units in the Tara Verandas One Condominium and the Tara Verandas Two Condominium, as further provided in the Bylaws. After termination of the Condominium, the members shall consist of those who are members at the time of such termination.

3. **By-Laws.** The By-Laws of the Surviving Corporation, as may have been previously amended and in effect immediately before the Effective Date of the Merger (the "Effective Date"), shall be amended as attached hereto as Exhibit "B."

4. **Declarations:** The Declarations for the condominiums to be governed by the Surviving Corporation shall be amended as attached hereto as Exhibit "C".

5. **Effect of Merger.** On the Effective Date, the separate existence of all corporations comprising the Merging Corporations shall cease, except as may be required for carrying out the purposes of this Plan of Merger or as continued by statute, and the Surviving Corporation shall be fully vested in the Merging Corporations' rights, privileges, immunities, powers, franchises, assets, causes of action and interests of any kind, subject to its restrictions, debts due on any and all accounts, liabilities, disabilities, and duties, all as more particularly set forth in Section 617.1106 of the Act. Such assets shall in effect become property of the Surviving Corporation and shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens on the property of the corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the Merging Corporations shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities, and duties initially had been incurred or contracted by the Surviving Corporation. The Directors and Officers of the Surviving Corporation on the effective date of the merger shall be the individuals that make up the Directors and Officers of the Tara Verandas Commons Association, Inc., who shall serve until their successors are duly elected by the members of the Surviving Corporation.

6. **Supplemental Action.** If at any time after the Effective Date the Surviving Corporation shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of the Surviving Corporation or the Merging Corporations, as the case may be, whether past or remaining in office, shall execute and deliver, on the request of the Surviving Corporation, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in the Surviving Corporation, or to otherwise carry out the provisions of this Plan.

7. Filing With the Florida Department of State and Effective Date. Following the proper membership vote and execution of this Plan of Merger, each of the Merging Corporations and the Surviving Corporation shall cause their respective President (or Vice President) to execute Articles of Merger in the form attached to this Plan of Merger. Further, this Plan of Merger shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by the Surviving Corporation to the Florida Department of State. In accordance with Section 617.1105 of the Act, the Articles of Merger shall specify the "Effective Date". **The Effective Date of this Merger shall be July 1, 2009.**

8. Amendment and Waiver. Any of the terms or conditions of this Plan may be waived at any time prior to the filing of Articles of Merger by the Surviving Corporation or any one of the Merging Corporations which is entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time by an agreement in writing executed in the same manner or at any time thereafter as long as such change is in accordance with Section 617.1103 of the Act.

9. Termination. At any time before the Effective Date, this Plan may be terminated and the Plan of Merger abandoned by mutual consent of the Boards of Directors of the Surviving Corporation and all of the Merging Corporations.

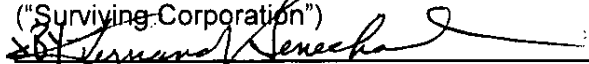
10. Principal Office. The principal address of the surviving corporation shall be 2180 West State Road 434, Suite 5000, Longwood, FL 32779.

Fax Audit No.:

IN WITNESS WHEREOF, the parties have set their hands this 6th day of April, 2009.

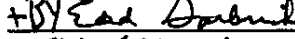
TARA VERANDAS ONE, INC.

("Surviving Corporation")

~~BY~~ 
FERNAND SENECHAL, as President 4/6/09

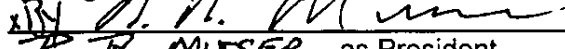
TARA VERANDAS TWO, INC.

("Merging Corporation")

~~BY~~ 
EDD GARBRICK, as President

TARA VERANDAS COMMONS ASSOCIATION, INC.

("Merging Corporation")

~~BY~~ 
R. R. MUSSER, as President

Fax Audit No.:

Exhibit "B"
Amendment to the Bylaws of Tara Verandas One, Inc.
(the Surviving Corporation)
(strike-throughs indicate deletions; underlined text indicates additions)

**BY-LAWS
OF
TARA-VERANDAS ONE, INC. TARA VERANDAS CONDOMINIUM ASSOCIATION, INC.**

1. Section 1 is amended as follows:

1. General. These are the By-laws of ~~Tara Verandas One, Inc.~~, Tara Verandas Condominium Association, Inc., hereinafter the "Association", a Florida Corporation not for profit organized under the laws of Florida for the purposes of operating a ~~Condominium~~ condominiums pursuant to the Florida Condominium Act. The Association is a multi-condominium Association pursuant to Section 718.405 of the Condominium Act as a result of a corporate merger between Tara Verandas One, Inc., Tara Verandas Two, Inc., and the Tara Verandas Commons Association, Inc. The Association shall operate the affairs of the condominiums and all property owned by the Association for the use and benefit of members of the Association, subject to the governing documents of the individual condominiums and the Association. The Board of Directors of the Tara Verandas Commons Association, Inc., on the effective date of the merger, shall be instituted as the Board of this corporation as a part of the adopted Plan of Merger for the corporations, and shall serve until their replacements are duly qualified and elected. The Declaration of Condominium for the Tara Verandas One Condominium was recorded in Official Record Book 1264, Page 3009 of the Public Records of Manatee County, Florida. The Declaration of Condominium for the Tara Verandas Two Condominium was recorded in Official Record Book 1290, Page 360 of the Public Records of Manatee County, Florida. The common elements of the condominiums have not been merged, and the common elements of each condominium remain separate. Notwithstanding any provision to the contrary in this document, the Association shall operate as a multi-condominium association for so long as it administers more than one condominium.

The remainder of Section 1 is unchanged.

2. Section 2.1 is amended as follows:

2.1 Qualifications. The members of the Association shall be the record owners of fee simple title to ~~the units~~ any unit in the Tara Veranda One or Tara Veranda Two Condominium. Membership shall become effective upon the occurrence of the last to occur of the following events.

- (A) Recording in the Public Records of a Deed or other instrument conveying fee simple title to the unit in the member.
- (B) Delivery to the Association of a copy of the recorded Deed or other instrument evidencing title.

The remainder of Section 2 is unchanged.

3. Section 3.14 is deleted as follows:

~~3.14 Appointment of Director of Commons Association. The Board of Directors shall appoint, at least annually, one or more members of this Association to serve as Directors of the Tara Verandas Commons Association, as further provided in Section 4.2 of the Commons Association By-laws.~~

4. Section 4.1 is amended as follows:

4.1 Number and Terms of Service. ~~Initially the number of Directors which shall constitute the whole Board of Directors shall be three (3). At the turnover meeting, or at any annual meeting after unit owners other than the Developer have elected a majority of the Directors, the members may vote to increase the number of Directors up to a maximum of seven (7). All Directors except those appointed by the Developer shall be elected for one (1) year terms. There shall be five (5) Directors, elected for one (1) year terms in the manner set forth in Section 4.3. A Director will serve until his successor is duly elected unless he sooner resigns or is recalled as provide in 4.5 below. Directors shall be elected by the members at the Annual Meeting, or in the case of a vacancy, as provided in 4.4 below.~~

5. Section 4.3 is amended as follows:

4.3 Nominations and Elections. At each Annual Meeting the members shall elect as many Directors as there are regular terms of Directors expiring or vacancies to be filled. ~~The nominating committee, if any, shall submit its recommended nominees for the office of Director on the floor at the annual meeting, at which time any other eligible person may also be nominated as a candidate. In accordance with Florida law, there shall be no nominating committee or nominations from the floor.~~ Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected, except that a run-off shall be held to break a tie vote.

6. Section 3.4 is amended as follows:

3.4 Quorum. A quorum at a members' meeting shall be attained by the presence, either in person or by proxy, of at least twenty percent (20%) ~~one-third (1/3rd)~~ of the total voting interests in the Association.

7. Section 10.3 is amended as follows:

10.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium documents, these By-Laws may be amended by concurrence of a majority ~~two-thirds (2/3rds)~~ of the voting interests present in person or by proxy at any annual or special meeting, provided that notice of any proposed amendment has been given to the members in accordance with law. Amendments may be adopted without a meeting by following the procedure set forth in Section 3.11 of these By-Laws.

Exhibit "C"
Amendment to the Declaration of Condominium
Tara Verandas One
(~~strike-throughs~~ indicate deletions; underlined text indicates additions)

A. Section 4.4 is amended as follows:

4.4 "Association" means ~~Tara Verandas One, Inc.~~ Tara Verandas Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium and all property owned by the Association for the use and benefit of its members.

B. Section 9 is amended as follows:

Association: The operation of the Condominium is by ~~Tara Verandas One, Inc.~~ Tara Verandas Condominium Association, Inc. (the "Association"), a Florida corporation not for profit, ~~which shall perform its functions pursuant to the following:~~ The Association is a multi-condominium Association pursuant to Section 718.405 of the Condominium Act as a result of a corporate merger between three corporations: 1) Tara Verandas One, Inc.; 2) Tara Verandas Two, Inc.; and 3) the Tara Verandas Commons Association, Inc. The Association shall operate the affairs of the condominiums and all property owned by the Association for the use and benefit of members of the Association, subject to the governing documents of the individual condominiums and the Association. The common elements of the Tara Verandas One Condominium and the Tara Verandas Two Condominium have not been merged, and the common elements of each condominium remain separate. The common facilities owned by the Tara Verandas Commons Association prior to the corporate merger shall be owned by the Association and shall be an asset of the corporation, but such property and common facilities shall not become a part of the common elements of the Tara Verandas One or the Tara Verandas Two Condominium. Notwithstanding any provision to the contrary in this document, the Association shall operate as a multi-condominium association for so long as it administers more than one condominium. Any reference herein to the Commons Association and/or its governing documents shall hereinafter refer to the Tara Verandas Condominium Association. The unit owners share of the common elements, common expenses, and common surplus of this condominium remain as described in Sections 6.1 and 10.2 herein. The owners share of the common areas, common expenses, and common surplus associated with the property owned by the Association for the use and benefit of all members of the Association is set forth in Section 9.11 below.

C. Section 9.11 is amended as follows:

Membership in Commons Association Common Facilities. The Condominium Association shall be a member of Tara Verandas Commons Association, Inc. As

~~long as the Commons Association shall exist, this Declaration may not be amended to eliminate said membership requirement. By virtue of said membership, the unit owners in this condominium shall have a non-exclusive right to use the common facilities owned by the Commons Association, subject to its By-laws, rules and regulations. The common facilities for which all owners in the Tara Verandas One and Tara Verandas Two Condominium have the non-exclusive right to use was previously owned in fee simple by the Tara Verandas Commons Association, Inc. As a result of the corporate merger described herein, the Tara Verandas Condominium Association has fee simple ownership of such common facilities. Any reference to the Commons Association herein shall mean and refer to the Tara Verandas Condominium Association, Inc. The share of the expenses of the Commons Association for which this Association is liable shall be a fraction of the whole, the numerator of which is the number "24" and the denominator of which is the total number of dwelling units located in the Tara Verandas complex. Until the Developer has turned over control of the Commons Association to the members, as provide for in the By-laws of the Commons Association, the denominator shall be the number "60". Members of this Association shall be responsible for an equal share of all common expenses, and shall own an equal share of the common facilities and common surplus owned by the Association. Such share shall be one-sixtieth (1/60) for each member of the Association.~~

D. Section 22.3 of the Declaration is amended as follows:

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended by concurrence of at least a majority two-thirds (2/3) of the voting interests present in person or by proxy and voting at any annual or special meeting called for the purpose, provided that notice of each proposed amendment has been given to the members in accordance with law. Alternatively, amendments may be adopted without a meeting by following the procedure set forth in Section 3.11 of the By-Laws.

Exhibit "C"
Amendment to the Declaration of Condominium
Tara Verandas Two
(strike-throughs indicate deletions; underlined text indicates additions)

A. Section 4.4 is amended as follows:

4.4 "Association" means ~~Tara Verandas Two, Inc.~~ Tara Verandas Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium and all property owned by the Association for the use and benefit of its members.

B. Section 9 is amended as follows:

Association: The operation of the Condominium is by ~~Tara Verandas Two, Inc.~~ Tara Verandas Condominium Association, Inc. (the "Association"), a Florida corporation not for profit, which shall perform its functions pursuant to the following: The Association is a multi-condominium Association pursuant to Section 718.405 of the Condominium Act as a result of a corporate merger between three corporations: 1) Tara Verandas One, Inc.; 2) Tara Verandas Two, Inc.; and 3) the Tara Verandas Commons Association, Inc. The Association shall operate the affairs of the condominiums and all property owned by the Association for the use and benefit of members of the Association, subject to the governing documents of the individual condominiums and the Association. The common elements of the Tara Verandas One Condominium and the Tara Verandas Two Condominium have not been merged, and the common elements of each condominium remain separate. The common facilities owned by the Tara Verandas Commons Association prior to the corporate merger shall be owned by the Association and shall be an asset of the corporation, but such property and common facilities shall not become a part of the common elements of the Tara Verandas One or the Tara Verandas Two Condominium. Notwithstanding any provision to the contrary in this document, the Association shall operate as a multi-condominium association for so long as it administers more than one condominium. Any reference herein to the Commons Association and/or its governing documents shall hereinafter refer to the Tara Verandas Condominium Association. The unit owners share of the common elements, common expenses, and common surplus of this condominium remain as described in Sections 6.1 and 10.2 herein. The owners share of the common areas, common expenses, and common surplus associated with the property owned by the Association for the use and benefit of all members of the Association is set forth in Section 9.11 below.

C. Section 9.11 is amended as follows:

~~Membership in Commons Association Common Facilities. The Condominium Association shall be a member of Tara Verandas Commons Association, Inc. As~~

~~long as the Commons Association shall exist, this Declaration may not be amended to eliminate said membership requirement. By virtue of said membership, the unit owners in this condominium shall have a non-exclusive right to use the common facilities owned by the Commons Association, subject to its By-laws, rules and regulations. The common facilities for which all owners in the Tara Verandas One and Tara Verandas Two Condominium have the non-exclusive right to use was previously owned in fee simple by the Tara Verandas Commons Association, Inc. As a result of the corporate merger described herein, the Tara Verandas Condominium Association has fee simple ownership of such common facilities. Any reference to the Commons Association herein shall mean and refer to the Tara Verandas Condominium Association, Inc. The share of the expenses of the Commons Association for which this Association is liable shall be a fraction of the whole, the numerator of which is the number "24" and the denominator of which is the total number of dwelling units located in the Tara Verandas complex. Until the Developer has turned over control of the Commons Association to the members, as provide for in the By-laws of the Commons Association, the denominator shall be the number "60". Members of this Association shall be responsible for an equal share of all common expenses, and shall own an equal share of the common facilities and common surplus owned by the Association. Such share shall be one-sixtieth (1/60) for each member of the Association.~~

D. Section 22.3 of the Declaration is amended as follows:

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the condominium documents, this Declaration may be amended by concurrence of at least a majority two-thirds (2/3) of the voting interests present in person or by proxy and voting at any annual or special meeting called for the purpose, provided that notice of each proposed amendment has been given to the members in accordance with law. Alternatively, amendments may be adopted without a meeting by following the procedure set forth in Section 3.11 of the By-Laws.