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October 6, 2000

Secretary of State
Florida Department of Corporations
Tallahassee, FL 32399

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*****35.00 *****35.00

Attn: Amendment Section

Re: Vendome Village Council of Presidents, Inc.

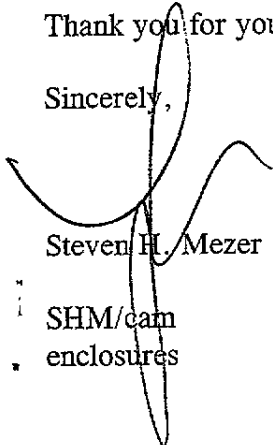
Dear Sirs:

Enclosed please find two (2) original Articles of Amendment to Articles of Incorporation of Vendome Village Council of Presidents, Inc. Please file the Amendment accordingly and provide our office with a conformed copy of the same.

This firm's check in the amount of \$35.00 as well as a self addressed stamped envelope is enclosed for this service.

Thank you for your assistance and cooperation.

Sincerely,


Steven H. Mezer

SHM/cam
enclosures

*Amend
10-18-00*

FILED
00 OCT 12 PM 4:03
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
VENDOME VILLAGE COUNCIL OF PRESIDENTS, INC.
A Corporation Not-for-Profit

FILED
00 OCT 12 PM 4:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned do hereby make, subscribe, acknowledge and file with the Secretary of State these Articles of Amendment in accordance with the affirmative vote of all members of the Corporation at a duly called meeting of the members on August 23, 2000, after unanimous adoption of a Resolution proposing said amendments by the Board of Directors.

The Articles of Incorporation of VENDOME VILLAGE COUNCIL OF PRESIDENTS, INC., are, and shall hereby be, amended in accordance with the Schedule of Amendments to the Articles of Incorporation attached hereto as Exhibit A and by reference made a part hereof.

IN WITNESS WHEREOF, VENDOME VILLAGE COUNCIL OF PRESIDENTS, INC., has caused these Articles of Amendment to be executed in accordance with the authority hereinabove expressed this 23rd day of August, 2000.

VENDOME VILLAGE COUNCIL
OF PRESIDENTS, INC.

ATTEST:

John M. ...
Secretary

By: Larry K. Higgins
President

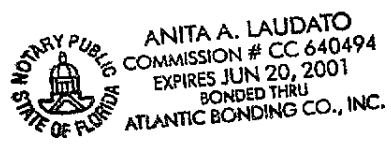
STATE OF FLORIDA)
COUNTY OF PINELLAS)

On this 23rd day of August, 2000, personally appeared Larry Higgins, President, and acknowledged before me that he executed this instrument for the purposes herein expressed.

Anita A. Laudato
Notary Public - State of Florida

ANITA A. LAUDATO
Printed Name of Notary Public

My Commission Expires: JUNE 20, 2001



**AMENDMENTS TO THE ARTICLES OF INCORPORATION,
BYLAWS AND INCORPORATION AGREEMENT OF
VENDOME VILLAGE COUNCIL OF PRESIDENTS, INC.**

ARTICLE II OF THE ARTICLES OF INCORPORATION IS AMENDED TO READ AS FOLLOWS:

II. **PURPOSE.** The purpose of the Corporation is to serve as the entity responsible for the management, operation and maintenance of the land and improvements known as the Vendome Village Recreational Facility, located on that real property in Pinellas County, Florida, described in Exhibit "A" attached hereto, and to perform certain management and maintenance functions in the Vendome Village Condominium community on behalf of the following condominium associations (hereafter collectively referred to as the "Condominium Associations"):

VENDOME VILLAGE UNIT ONE ASSOCIATION, INC.
VENDOME VILLAGE UNIT TWO ASSOCIATION, INC.
VENDOME VILLAGE UNIT THREE ASSOCIATION, INC.
VENDOME VILLAGE UNIT FOUR ASSOCIATION, INC.
VENDOME VILLAGE UNIT FIVE ASSOCIATION, INC.
VENDOME VILLAGE UNIT SIX ASSOCIATION, INC.
VENDOME VILLAGE UNIT SEVEN ASSOCIATION, INC.
VENDOME VILLAGE UNIT EIGHT ASSOCIATION, INC.
VENDOME VILLAGE UNIT NINE ASSOCIATION, INC.
VENDOME VILLAGE UNIT TEN ASSOCIATION, INC.
VENDOME VILLAGE UNIT ELEVEN ASSOCIATION, INC.
VENDOME VILLAGE UNIT TWELVE ASSOCIATION, INC.
VENDOME VILLAGE UNIT THIRTEEN ASSOCIATION, INC.
VENDOME VILLAGE UNIT FOURTEEN ASSOCIATION, INC.
VENDOME VILLAGE UNIT FIFTEEN ASSOCIATION, INC.
VENDOME VILLAGE UNIT SIXTEEN ASSOCIATION, INC.
VENDOME VILLAGE UNIT SEVENTEEN ASSOCIATION, INC.

[The balance of Article II remains unchanged.]

ARTICLE VIII OF THE OF THE ARTICLES OF INCORPORATION IS AMENDED TO READ AS FOLLOWS:

VIII. **DIRECTORS.** The Corporation shall be managed by a Board of Directors consisting of ~~fifteen (15)~~ seventeen (17) persons, as further described in the Bylaws. Directors shall be elected, removed and replaced in the manner provided in the Bylaws. The names and addresses of the initial Board of Directors are as follows, and they shall serve until their successors are elected or appointed and qualified according to the Bylaws:

[The balance of Articiel VIII remains unchanged.]

EXHIBIT "B" OF THE BY-LAWS IS AMENDED TO READ AS FOLLOWS:

4.01 Qualification. The affairs of the Corporation shall be managed by a board of ~~fifteen (15)~~ seventeen (17) directors. The directors shall be the voting members of the Corporation. No director shall continue to serve on the board after he or she ceases to be a voting member.

EXHIBIT "C" OF THE INCORPORATION AGREEMENT IS AMENDED TO READ AS FOLLOWS:

PERCENTAGE SHARES OF PAYMENT OF EXPENSES

<u>ASSOCIATION</u>	<u>PERCENTAGE SHARE</u>
VENDOME VILLAGE UNIT ONE ASSOCIATION, INC.	-.047059 <u>.041812</u>
VENDOME VILLAGE UNIT TWO ASSOCIATION, INC.	-.054902 <u>.048780</u>
VENDOME VILLAGE UNIT THREE ASSOCIATION, INC.	-.058824 <u>.052265</u>
VENDOME VILLAGE UNIT FOUR ASSOCIATION, INC.	-.050980 <u>.045296</u>
<u>VENDOME VILLAGE UNIT FIVE ASSOCIATION, INC.</u>	<u>.041812</u>
VENDOME VILLAGE UNIT SIX ASSOCIATION, INC.	-.054902 <u>.048780</u>
VENDOME VILLAGE UNIT SEVEN ASSOCIATION, INC.	-.047059 <u>.041812</u>
VENDOME VILLAGE UNIT EIGHT ASSOCIATION, INC.	-.054902 <u>.048780</u>
VENDOME VILLAGE UNIT NINE ASSOCIATION, INC.	-.054902 <u>.048780</u>
VENDOME VILLAGE UNIT TEN ASSOCIATION, INC.	-.070588 <u>.062718</u>
<u>VENDOME VILLAGE UNIT ELEVEN ASSOCIATION, INC.</u>	<u>.069686</u>
VENDOME VILLAGE UNIT TWELVE ASSOCIATION, INC.	-.086275 <u>.076655</u>
VENDOME VILLAGE UNIT THIRTEEN ASSOCIATION, INC.	.086275 <u>.076655</u>
VENDOME VILLAGE UNIT FOURTEEN ASSOCIATION, INC.	-.058824 <u>.052265</u>
VENDOME VILLAGE UNIT FIFTEEN ASSOCIATION, INC.	-.137255 <u>.121951</u>
VENDOME VILLAGE UNIT SIXTEEN ASSOCIATION, INC.	-.086275 <u>.076655</u>
VENDOME VILLAGE UNIT SEVENTEEN ASSOCIATION, INC.	-.050980 <u>.045296</u>

CODING: The full text to be amended is stated: New words to be inserted are double underlined, ~~words to be deleted are lined through with hyphens.~~

AMENDED INCORPORATION AGREEMENT

AGREEMENT made by and between **VENDOME VILLAGE UNIT ONE ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT TWO ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT THREE ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT FOUR ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT FIVE ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT SIX ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT SEVEN ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT EIGHT ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT NINE ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT TEN ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT ELEVEN ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT TWELVE ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT THIRTEEN ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT FOURTEEN ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT FIFTEEN ASSOCIATION, INC.**, a Florida Corporation not for profit, **VENDOME VILLAGE UNIT SIXTEEN ASSOCIATION, INC.**, a Florida Corporation not for profit, and **VENDOME VILLAGE UNIT SEVENTEEN ASSOCIATION, INC.**, a Florida Corporation not for profit (collectively referred to as the "Associations").

WHEREAS, the Associations desire to join together in the creation of **VENDOME VILLAGE COUNCIL OF PRESIDENTS, INC.**, a Florida Corporation not for profit, ("Corporation"), by ratifying the Articles of Incorporation as amended therefor; and

WHEREAS, such Corporation has been formed for the purpose of becoming the entity responsible, on behalf of the Associations, for the management, maintenance, repair and replacement of certain property and facilities commonly used by the Associations, and the performance of certain functions at the Vendome Village condominium community ("Community") as further described hereafter, which management, maintenance, repair and replacement is currently the responsibility of all or some of the Associations; and

WHEREAS, the Associations shall be the members of the Corporation, and they desire to ratify Bylaws as amended for the Corporation; and

WHEREAS, the Associations desire to define the authority and operating obligations of the Corporation, and their relative obligations concerning the operation of the Corporation; and

WHEREAS, Article IV of the Articles of Incorporation for Vendome Village Council of Presidents, Inc. provides that there shall be no admission of new members in the Corporation without the written consent of all members; and

WHEREAS, Vendome Village Unit Five Association, Inc., a Florida Corporation not for profit, Vendome Village Unit Six Association, Inc., a Florida Corporation not for profit, Vendome Village Unit Seven Association, Inc., a Florida Corporation not for profit, and Vendome Village Unit Eleven Association, Inc., a Florida Corporation not for profit, are the Condominium Associations for Vendome Village Unit Five, Vendome Village Unit Six, Vendome Village Unit Seven and Vendome Village Unit Eleven and said Associations desire to be members of the Corporation; and

WHEREAS, all members of the Corporation by execution of this Amended Incorporation Agreement consent to the addition of Vendome Village Unit Six Association, Inc., Vendome Village Unit Six, Vendome Village Unit Seven and Vendome Village Unit Eleven, all Florida Corporations not for profit pursuant to Article IV of the Articles of Incorporation of Vendome Village Council of Presidents, Inc.

NOW, THEREFORE, the Associations do hereby agree, as follows:

1. That the Amendments to Articles of Incorporation attached hereto as Exhibit "A" are adopted.
2. That the Amendment to Bylaws attached hereto as Exhibit "B" are adopted.
3. That the Corporation shall have the authority and the obligation to manage, maintain, repair and replace the following property and facilities, and to perform the following functions, all on behalf of the respective Associations:
 - a. Manage, maintain, repair and replace all real property, personal property and facilities commonly referred to as the Recreational Facilities at the Community.
 - b. Maintain, repair and replace the sprinkler system for irrigation of landscaping throughout the Community, and the water pump located on the Recreational Facilities property; provided, however, that the Corporation shall have no responsibility for any pump or well not located on the Recreational Facilities property.
 - c. Provide pest control services for the various structures with the Community.
 - d. Provide landscape maintenance services throughout the Community, including lawn fertilization and trimming of trees up to fifteen feet tall; provided, however, that the Corporation shall have no responsibility for tree maintenance or trimming at beyond fifteen feet.
 - e. Provide general maintenance of the Community grounds, including payment of the wages and other costs associated with the employment of one or more maintenance employees, including employee benefits and worker's compensation insurance coverage, if appropriate.

f. Provide for the management of the Community through a contract with a licensed community association manager, which contract shall provide for management of each Association and all real property and facilities contained within the Community.

g. Provide general all-risk insurance coverage for the Associations and the Recreational Facilities, including directors and officers liability insurance coverage for all the Associations, in amounts and under terms determined satisfactory by the Corporation; provided, however, that any flood insurance required to be provided by any of the Associations pursuant to their condominium documents or applicable law shall not be the responsibility of the Corporation.

4. That the Corporation shall have the exclusive authority and duty to perform the indicated services on behalf of the Associations, and the Associations shall neither take nor permit any action which shall hinder or prevent the Corporation from properly performing its duties hereunder. The Corporation shall conduct its business within the operational structure described in the Articles of Incorporation and the Bylaws adopted herein and as amended, and no individual Association shall have the authority to act on behalf of or to direct the performance of the Corporation with regard to any of the matters which are the subject of this Agreement.

5. That the Associations shall share in the payment of the expenses of the Corporation in the proportionate shares as described in Exhibit "C" attached hereto or as amended. The Corporation shall establish an operating budget for each fiscal year prior to the time that the Associations are required to adopt their individual operating budgets, which budget shall provide for all amounts anticipated to be expended by the Corporation in the proper operation of its business, including a reasonable amount for reserves for deferred maintenance and capital expenditures, unless such reserves are waived by the members of the Corporation. In the event the budget as adopted shall be insufficient to meet all the actual costs of the operation of the Corporation, or in the event an unanticipated expense arises for which the Corporation shall be responsible hereunder, but which is not included in the budget, the Corporation shall have the authority to make special assessments against the Associations for the amounts needed to fully pay all actual costs, and such assessments shall be charged to the Associations in their proportionate shares as described in Exhibit "A."

6. That upon the filing of such Articles of Incorporation, the Corporation became the managing entity for the Community to the extent of the powers and duties described herein.

7. Except as indicated hereinabove, all terms and conditions of the Incorporation Agreement executed between December 7, 1992 and December 11, 1992 and as subsequently amended, shall remain in full force and effect and shall remain binding upon all parties.

IN WITNESS WHEREOF, the Associations do hereby cause this Agreement to be executed by their authorized officers, the date and year so indicated below.

Date: 8-23-00

**VENDOME VILLAGE UNIT ONE
ASSOCIATION, INC.,** a Florida Corporation not
for profit

By: Patricia Ste. Marie
Its: Sec.

Date: 8-23-00

**VENDOME VILLAGE UNIT TWO
ASSOCIATION, INC.,** a Florida Corporation not
for profit

By: Carl H. Rosenthal
Its: Secretary Treasurer

Date: Aug 23, 00

**VENDOME VILLAGE UNIT THREE
ASSOCIATION, INC.,** a Florida Corporation not
for profit

By: Shirley Knapp
Its: President

Date: 8-23-00

**VENDOME VILLAGE UNIT FOUR
ASSOCIATION, INC.,** a Florida Corporation not
for profit

By: Frances Flentz
Its: SECRETARY

Date: 8-23-00

**VENDOME VILLAGE UNIT FIVE
ASSOCIATION, INC.,** a Florida Corporation not
for profit

By: William Palmer
Its: Pres.

Date: 8-23-00

**VENDOME VILLAGE UNIT SIX
ASSOCIATION, INC.**, a Florida Corporation not
for profit

By: Harry L. Coley
Its: President

Date: Aug 23/2000

**VENDOME VILLAGE UNIT SEVEN
ASSOCIATION, INC.**, a Florida Corporation not
for profit

By: Anthony Di Maria
Its: Pres.

Date: 8-23-00

**VENDOME VILLAGE UNIT EIGHT
ASSOCIATION, INC.**, a Florida Corporation not
for profit

By: Marianne M. Garg
Its: PRES.

Date: 8-23-00

**VENDOME VILLAGE UNIT NINE
ASSOCIATION, INC.**, a Florida Corporation not
for profit

By: Robert W. Strubing
Its: PRESIDENT

Date: 8-23-00

**VENDOME VILLAGE UNIT TEN
ASSOCIATION, INC.**, a Florida Corporation not
for profit

By: Richard B. Foster
Its: PRESIDENT

Date: 8-23-2000

**VENDOME VILLAGE UNIT ELEVEN
ASSOCIATION, INC.**, a Florida Corporation not
for profit

By: *Jessie E. Yerman*
Its: President

Date: 8-23-00

**VENDOME VILLAGE UNIT TWELVE
ASSOCIATION, INC.**, a Florida Corporation not
for profit

By: *Eugene O. Muthert*
Its: President

Date: 8-23-00

**VENDOME VILLAGE UNIT THIRTEEN
ASSOCIATION, INC.**, a Florida Corporation not
for profit

By: *Larry K. Huggins*
Its: President

Date: 8-23-00

**VENDOME VILLAGE UNIT FOURTEEN
ASSOCIATION, INC.**, a Florida Corporation not
for profit

By: *Robert D. Monahan*
Its: President

Date: 8/23/2000

**VENDOME VILLAGE UNIT FIFTEEN
ASSOCIATION, INC.**, a Florida Corporation not
for profit

By: *Ruth Pigg*
Its: President

Date: 8-23-00

**VENDOME VILLAGE UNIT SIXTEEN
ASSOCIATION, INC.**, a Florida Corporation not
for profit

By: George A. McQuinn
Its: Pres.

Date: 8/33/00

**VENDOME VILLAGE UNIT SEVENTEEN
ASSOCIATION, INC.**, a Florida Corporation not
for profit

By: John M. Somme
Its: PRESIDENT

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