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Kevin T. Wells, Esq.
Karen L. Kuskin, Esq.
Sue Ellen Krick, Esq.
Jackson C. Kracht, Esq.
Leah K. Bolea, Esq.



Attorneys at Law

A Professional Association

Condominium, Homeowner,
Cooperative, Master and
Community Associations
Civil Litigation

June 7, 2012

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

Re: Certificate of Amendment
Villa Navarra Association, Inc.

Dear Sir or Madam:

Please file the enclosed original Certificate of Amendment and Amended and Restated Articles of Incorporation for the above-referenced corporation. Also enclosed is a check from the Association in the amount of \$43.75 for the filing fee and certified copy fee. Please return a **certified copy** to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

THE LAW OFFICES OF KEVIN T. WELLS, P.A.

Kevin T. Wells, Esq.

KTW/elp
Enclosures

Prepared by and return to:
Kevin T. Wells, Esq.
The Law Offices of Kevin T. Wells, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191 (Telephone)
(941) 366-9292 (Facsimile)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AMENDMENTS TO
ARTICLES OF INCORPORATION**

**VILLA NAVARRA ASSOCIATION, INC.
A Florida Not For Profit Corporation**

We hereby certify that the attached amendments to the Articles of Incorporation of VILLA NAVARRA ASSOCIATION, INC. ("the Association"), a Florida corporation not-for-profit, were adopted by the affirmative vote of not less than fifty-one percent (51%) of the entire membership of the Association's Board of Directors and by not less than fifty-one percent (51%) of the entire membership of the Association as required by Article 9.2 of the Articles of Incorporation, at the Annual Membership Meeting of the Association held on February 19, 2012. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and by Florida law.

DATED this 4th day of APRIL, 2012.

Signed, sealed and delivered:
in the presence of:

VILLA NAVARRA ASSOCIATION, INC.

sign Albert P. Smith
print AL SMITH

By: Martha Helen Smith
Martha Helen Smith, President

sign John Cooper
print JOHN COOPER

Signed, sealed and delivered:
in the presence of:

sign Albert P. Smith Jr.
print AL SMITH

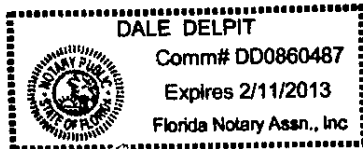
Attest: Sally Peterson
Sally Peterson, Secretary

sign John Cooper
print JOHN COOPER

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4 day of APRIL, 2012, by Martha Helen Smith as President of Villa Navarra Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

A handwritten signature in cursive script, appearing to read 'Dale DelPit', written over a horizontal line.

print

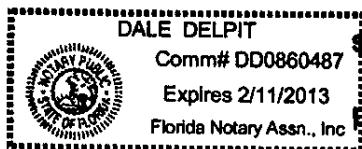
DALE DELPIT

State of Florida at Large (Seal)

My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4th day of APRIL, 2012, by Sally Peterson as Secretary of Villa Navarra Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

A handwritten signature in cursive script, appearing to read 'Dale DelPit', written over a horizontal line.

print

DALE DELPIT

State of Florida at Large (Seal)

My Commission Expires:

**ARTICLES OF AMENDMENT
OF
VILLA NAVARRA ASSOCIATION, INC.**

*[Substantial rewording of Articles of Incorporation.
See existing Articles of Incorporation for present text.]*

The members of **VILLA NAVARRA ASSOCIATION, INC.** located in Sarasota County, Florida, adopt these Amended and Restated Articles of Incorporation. The original Articles of Incorporation were filed with the Office of Secretary of State on June 30, 1966. The original Declaration of Condominium of **VILLA NAVARRA APARTMENTS, A CONDOMINIUM**, was recorded at Official Records Book 587, Page 73 et seq. of the Public Records of Sarasota County, Florida.

1. NAME OF CORPORATION AND PRINCIPAL ADDRESS.

The name of the corporation shall be **VILLA NAVARRA ASSOCIATION, INC.** (herein, the "Association"). The street address of the principal office of the corporation is 145 Avenida Messina, Sarasota, Florida 34242. The Association's Board of Directors may change the location of the principal office from time to time.

2. PURPOSES.

2.1 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 **VILLA NAVARRA APARTMENTS, A CONDOMINIUM**, located in Sarasota County, Florida.

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

3. POWERS.

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 Association Bylaws, 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 the Florida Not for Profit Corporation Act. The Association shall also have all the powers and duties set forth in the Declaration of Condominium (herein, the "Declaration") and the Association Bylaws, as they may be amended from time to time; and 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:

3.2.1 To make, amend and collect annual and special assessments against members as unit owners to defray the common expenses and losses of the Association.

3.2.2 To use the proceeds of assessments in the exercise of its powers and duties.

3.2.3 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 and owner will be notified as practical.

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

3.2.5 To reconstruct improvements after casualty and to further improve the condominium property.

3.2.6 To make and amend reasonable rules and regulations regarding the use, appearance and occupancy of the units and common elements of the Condominium; provided, however, that all such rules and regulations may be amended by at least eleven (11) eligible voting interests.

3.2.7 To approve or disapprove the transfer, lease, mortgage and ownership of units in the Condominium.

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

3.2.9 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 of Directors or the membership.

3.2.10 To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Condominium.

3.2.11 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 unit owners.

3.2.12 In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the provisions of Section 718.1265, 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 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:

3.2.12.1 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, email, 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.

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

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

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

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

3.2.12.6 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.

3.2.12.7 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 unit owners, family

members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

3.2.12.8 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 unit 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.

3.2.12.9 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.

3.2.12.10 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 unit owner is obligated by the Declaration or law to insure or replace those fixtures and to remove personal property from a Unit.

3.2.12.11 Contract, on behalf of any unit owner or owners, for items or services for which the owners are otherwise individually responsible for, but which are necessary to prevent further damage to the condominium property. In such event, the unit 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, 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.

3.2.12.12 Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration of Condominium, Articles of Incorporation, or Association Bylaws, the Association's Board of Directors may levy one or more special assessments without a vote of the owners.

3.2.12.13 Without unit 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 of Condominium, Articles of Incorporation, or Association Bylaws.

3.2.12.14 Corporate action taken in good faith to meet the emergency needs of the Association or its unit 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 shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the unit owners and the unit 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.

3.3 Unit Purchase. The Association shall not have the power to purchase a unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members.

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

4. MEMBERS.

4.1 Members. The members of the Association shall consist of all of the record owners of units in the Condominium as shown by recordation of a deed or other appropriate instrument in the Public Records of Sarasota County, Florida. After termination of the Condominium, the membership shall consist of those who are members at the time of such termination, their successors and assigns.

4.2 Change of Membership. After receiving written approval of the Association's Board of Directors required by the Declaration, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, an assignment of sublease or other appropriate instrument establishing a record interest to a unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The assignee designated by such instrument thereby becomes a member of the Association and the membership of the prior assignee is 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 condominium unit.

4.4 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.

5. BOARD OF DIRECTORS.

5.1 Board of Directors. The affairs of the Association shall be managed by the Board of Directors, composed as provided in the Association Bylaws, but in no event consisting of less than three (3) directors. A director must fulfill all requirements of eligibility provided in the Association Bylaws and Declaration.

5.2 Election of Directors. Directors of the Association shall be elected at the annual meeting of members in the manner determined by the Association Bylaws and the Condominium Act. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association Bylaws and the Condominium Act.

6. 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 of Directors at its organizational meeting following the annual meeting of the members of the Association. Officers shall serve at the pleasure of the Board of Directors.

7. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

7.1 Indemnity. The Association shall indemnify any officer, director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, 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 attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or 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 (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding 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. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

7.2 Defense. To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 7.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

7.3 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 undertaking by or on behalf of the affected director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 7.

7.4 Miscellaneous. The indemnification provided by this Article 7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled 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.

7.5 Insurance. The Association has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, or agent of the Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, 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.

7.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

7.7 Delegation. To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

8. BYLAWS.

The Association Bylaws may be amended in the manner provided in the Bylaws.

9. AMENDMENTS.

9.1 Amendments. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner: (a) the text of a proposed amendment shall be included in or with the notice of the meeting at which the proposed amendment is to be considered; and (b) an amendment may be proposed either by the Board of Directors or by at least ten percent (10%) of the eligible Association's voting interests who call a special membership meeting of the Association in the manner provided in the Bylaws. Except as elsewhere provided, approval of a proposed amendment to these Articles of Incorporation must be by the affirmative vote of not less than 62.5 percent (that is, 10 of the 16 units) of the votes of the eligible voting interests of the entire Association.

9.2 Limitation on Amendments. No amendment shall make any changes in the qualification for membership, the voting rights of members, nor any change in Article 3.3, without the approval in writing of all unit owners. No amendment shall be made which is in conflict with the Condominium Act or the Declaration of Condominium.

9.3 Certification. A copy of each amendment shall be filed with the Florida 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.

9.4 Automatic Amendment. These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Bylaws. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles of Incorporation, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the owners, may adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10. TERM.

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

11. SUBSCRIBERS.

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

Name

Address

Peter deR. Wood

**5774 Hollywood Boulevard
Sarasota, Florida**

W. Dewey Kennell

**5774 Hollywood Boulevard
Sarasota, Florida**

Richard S. Sparrow

**1900 Main Building
Sarasota, Florida**

12. REGISTERED OFFICE AND AGENT.

The current registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be Diane Erne, 145 Avenida Messina, Unit No. 2, Sarasota, Florida 34242. The Association's Board of Directors is authorized to change its Registered Agent and Registered Office in the manner provided by law.