

713600

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

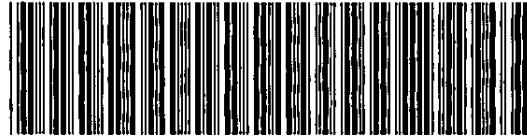
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700264006177

09/29/14--01022--010 **35.00

14 SEP 29 PM 4: 39

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

C. Lewis
10-8-14

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Del Mar Club, Inc.

DOCUMENT NUMBER: 713600

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Mary Ann Chandler, Esq.

(Name of Contact Person)

Katzman Garfinkel

(Firm/ Company)

5297 West Copans Road

(Address)-

Margate, FL 33063

(City/ State and Zip Code)

mchandler@likeyourlawyer.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Mary Ann Chandler

(Name of Contact Person)

at (954) 486-7774

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|--|---|---|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status-
Certified Copy
(Additional Copy is
Enclosed) |
|---|--|---|---|

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

14 SEP 29 PM 4:39

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
DEL MAR CLUB, INC.
(A Florida Corporation Not for Profit)**

713600

We, the undersigned, being the President and Secretary of Del Mar Club, Inc., a Florida not for profit corporation, in accordance with its' Articles of Incorporation and By-Laws do hereby certify:

1. The Association was originally incorporated on November 9, 1967, pursuant to the laws of the State of Florida.
2. The originally filed Articles of Incorporation as amended ("Original Articles") recorded under Clerk's File No. 377464 in OR Book 615, pages 242 through 247, both inclusive, public records of Collier County, Florida on 25 March 1975 @ 3:04 pm., are hereby duly amended and restated in their entirety in accordance with the provisions of Section 617.1007(1), Florida Statutes, and Article VI of the Original Articles by the Board of Directors of the Association.
3. These Amended and Restated Articles of Incorporation were duly adopted by the members of the Association.
4. These Amended and Restated Articles of Incorporation contain amendments to the Original Articles which require the approval of the members by the affirmative vote of two thirds (2/3) of the entire membership, which includes proxies, pursuant to Article VI of the Original Articles.
5. These Amended and Restated Articles of Incorporation have been duly executed by the President and Secretary of the Association on the dates hereinafter set forth on the execution page.
6. As so adopted, these Amended and Restated Articles of Incorporation replace and restate the Original Articles in their entirety and are substituted therefore.

DEFINITIONS

The terms contained in these "Articles" are defined in the Cooperative Act, Chapter 719, Florida Statutes, as amended ("Act"), and shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings:

- 1.1. "Act" means the Cooperative Act, Chapter 719, Florida Statutes, as amended.

1.2. "Articles" means the Articles of Incorporation of the Association, attached as Exhibit A and incorporated herein by reference.

1.3. "Association" means Del Mar Club, Inc., a Florida corporation not for profit, responsible for operating the Del Mar Club, a residential cooperative.

1.4. "Board" means the Board of Directors of the Association.

1.5. "By-Laws" means the By-Laws of the Association.

1.6. "Common Area" means:

1.6.1. The Cooperative Property other than the Units;

1.6.2. Easements through the Units, as applicable, for conduit ducts, plumbing, wiring and other facilities for furnishing of utility services to Units and the Common Areas.

1.6.3. An easement of support in every portion of a Unit which contributes to the support of a Building;

1.6.4. Property and installations required for the furnishing of utility services and other services for more than one Unit, the Common Areas or a Unit other than the Unit containing the installation; and

1.6.5. Such portion or portions of the Land, when, as and if same are submitted to cooperative ownership.

1.7. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Cooperative (including, but not limited to, Cooperative Assessments, rents, profits and revenues) over the Cooperative Common Expenses.

1.8. "Cooperative" means the Del Mar Club, Inc., a Florida not for profit corporation.

1.9. "Cooperative Cooperative Assessments" means the Cooperative Assessments for which all Owners are obligated to the Association and include:

1.9.1. "Annual Cooperative Assessment", which includes, but is not limited to, each Owner's annual share of funds required for the payment of Cooperative Common Expenses as determined in accordance with any Lease; and

1.9.2. "Special Cooperative Assessments", which include any Cooperative Assessments levied by the Board in addition to the Annual Cooperative Assessment.

1.10. "Cooperative Common Expenses" means Cooperative Common Expenses for

which the Owners are liable to the Association as defined in the Act and as described in the Cooperative Documents, and include:

1.10.1. The expenses for the operation, maintenance, repair or replacement of the Cooperative, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance, the rent due under any Lease; and

1.10.2. Any other expenses designated, not inconsistent with the Act, as Cooperative Common Expenses from time to time by the Board.

1.11. **"Cooperative Documents"** means in the aggregate the Lease, the Articles, By-Laws, any rules and regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with the Cooperative and all amendments to the foregoing.

1.12. **"Cooperative Property"** means the real property subject to cooperative ownership as part of the Cooperative and all improvements thereon, including, but not limited to, the Units and the Common Areas.

1.13. **"County"** means Collier County, Florida.

1.14. **"Directors"** shall mean the members of the Board.

1.15. **"Lease"** means the "Master Proprietary Lease for Del Mar Club" recorded in Official Records Book _____, Page _____, of the Public Records of Collier County, Florida.

1.16. **"Legal Fees"** means: (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation, or preparation for same (whether or not such an action is actually begun), through and including all trial and appellate levels and post judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i) above.

1.17. **"Limited Common Areas"** means those Common Areas which are reserved for the use of certain Units to the exclusion of other Units.

1.18. **"Member"** means a member of the Association.

1.19. **"Owner"** means "Owner", as defined in the Act, and is the owner of a Property Interest.

1.20. **"Public Records"** means the Public Records of the County.

1.21. **"Property Interest"** means an Owner's real property interest in his or her

Membership Certificate and appurtenant leasehold interest created by way of the Lease.

1.22. "Unit" means "unit" as defined in the Act and is that portion of the Cooperative within the Cooperative which is subject to exclusive use including where applicable appurtenant balconies or terraces.

1.23. "Voting Certificate" means "a right to vote" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

1.24. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Lease.

ARTICLE 1 NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association is DEL MAR CLUB, INC., whose principal and mailing address is 1300 Gulf Shore Boulevard North, Naples, Florida 34102.

ARTICLE 2 PURPOSE OF ASSOCIATION

The Association shall be the Cooperative Association responsible for the operation of the Cooperative subject to the terms and restrictions of the Cooperative Documents. Each Owner shall be a Member of the Association as provided in these Articles.

The purpose for which the Association is organized is to maintain, operate and manage the Cooperative, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the Cooperative Documents and all other lawful purposes.

ARTICLE 3 POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Cooperative Documents

or the Act.

B. The Association shall have all of the powers granted to the Association in the Cooperative Documents. All provisions of the Lease and By-Laws which grant powers to the Association are incorporated into these Articles, including, but not limited to, powers with respect to the operation, maintenance, management, repair and replacement of the Cooperative Property and the Common Areas and the levying and collection of Cooperative Assessments for the payment of Cooperative Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a Cooperative Association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Cooperative Property (including the Units and the Common Areas);
2. To make, levy, collect and enforce Cooperative Assessments and special charges and any other charges and/or fees as provided in the Cooperative Documents against Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Cooperative and the payment of Cooperative Common Expenses and other expenses in the manner provided in the Cooperative Documents and the Act and to use and expend the proceeds of such Cooperative Assessments in the exercise of the powers and duties of the Association;
3. To maintain, repair, replace and operate the Cooperative Property in accordance with the Lease and the Act;
4. To reconstruct improvements on the Cooperative in the event of casualty or other loss;
5. To enforce by legal means the provisions of the Cooperative Documents and the Act;
6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Cooperative Property and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Cooperative Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Cooperative Common Expenses of the Cooperative, and to enter into agreements for the installation, maintenance, and operation of a "master" television antenna system and a cable television system, if any;

7. To lease or license to persons or entities who are not Members or Owners the exclusive or non-exclusive use of Common Areas, as determined within the sole and absolute discretion of the Board;

8. To purchase real and/or personal property as determined by the Association in compliance with the Cooperative Documents;

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Cooperative Property in accordance with the Lease and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Cooperative Assessments levied for the purpose of repaying any such loan;

ARTICLE 4 MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such Membership, and the manner of voting by Members shall be as follows:

A. Membership in the Association shall be established by the acquisition of ownership of a Property Interest in the Cooperative and possession of an appurtenant Unit as evidenced by the recording of a Membership Certificate and Lease amongst the Public Records whereupon the membership of the prior Owner shall terminate as to that Unit. When the Property Interest to a Unit is acquired, the person, persons, or other legal entity thereby acquiring such Unit, shall not be a Member unless and until such acquisition is in compliance with the provisions of the Lease. New Members shall deliver to the Association a true copy of the recorded Membership Certificate and Lease or other instrument evidencing acquisition of a Property Interest in the Cooperative.

B. No Member may assign or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as provided in the Lease.

C. Each member is prohibited from owning more than two cooperative units. Ownership for purposes of this Section includes, but is not limited to, any ownership interest in a partnership, limited liability company or other entity, an interest in a trust, whether as beneficiary or as trustee. This Section does not apply to a bank, savings and loan, life insurance company or other type of institutional mortgage holder that takes title to more than one cooperative unit by foreclosure or deed in lieu of foreclosure, nor shall it apply to a bank or trust company acting as trustee for more than one cooperative unit, but shall apply to any other person or entity that takes title to more than one unit by foreclosure or deed in lieu of foreclosure. It is the intent of this Section to prevent ownership of more than one cooperative unit, regardless of the percentage interest by more than one individual, group or entity. The Board of Directors may require the

disclosure of any documents necessary to make an informed determination as to whether this Section is being violated. The Board, in its sole discretion, shall determine whether the purchase or transfer of a cooperative unit complies with this Section.

D. With respect to voting, the following provisions shall apply:

1. Each Unit shall be entitled to one (1) vote, which vote shall be exercised and cast in accordance with the Lease and the Cooperative Documents. In the event there is more than one (1) Owner with respect to a Unit as a result of the Property Interest in such Unit being held by more than one (1) person or entity, such Owners collectively shall be entitled to one (1) vote for each Property Interest owned in the manner determined by the Lease.

2. Matters that require a vote of the Owners shall be voted on by the Owners and shall be determined by a vote of the majority of such Owners in attendance at any meeting having a quorum (as determined in accordance with the By-Laws).

3. The membership shall be entitled to elect the Board as provided in Article 9 of these Articles.

4. Notwithstanding, on matters which require voting by the Members, a vote of other than a majority vote is required when the question is one required by express conditions of the Act or Cooperative Agreement, then such express provision shall govern and control the required vote on the decision of such quorum.

ARTICLE 5 TERM

The term for which this Association is to exist shall be perpetual except when members by a proper majority elect to dissolve the Association and liquidate the assets.

ARTICLE 6 INCORPORATOR/SUBSCRIBERS

The names of the Incorporator/Subscribers of the Original Articles were B.C. Nichols, Irene A. Kopp, and June T. Whidden.

ARTICLE 7
OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members Meeting" (as described in Section 3.2 of the By-Laws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. **The President shall be a Director of the Association, but no other officer need be a Director.** The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE 8
OFFICERS

The names of the officers who are to serve until the next election of officers are as follows:

President	Colleen Walker - 2014
Vice-President	P.J. Delahunty - 2015
Treasurer	Joe Miller - 2014
Secretary	Ed Peters - 2013
Member at Large	John Molloy - 2015

ARTICLE 9
BOARD OF DIRECTORS

A. The number of Directors shall be no less than three (3) nor more than seven (7). The number of Directors elected by the Members shall be as provided in Paragraph E of this Article 9. Directors must be Members or their spouses, except that if a Property Interest is owned by an entity and not an individual, such entity may appoint an individual on its behalf to

be eligible to serve on the Board.

B. The names and addresses of the persons who are currently on the Present Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Colleen Walker	1300 Gulf Shores Blvd N Naples, Florida 34102
P.J. Delahunty	1300 Gulf Shores Blvd N Naples, Florida 34102
Joe Miller	1300 Gulf Shores Blvd N Naples, Florida 34102
Ed Peters	1300 Gulf Shores Blvd N Naples, Florida 34102
John Molloy	1300 Gulf Shores Blvd N Naples, Florida 34102

C. At the Annual Members' Meeting, a "staggered" three (3) year term of office of the Board shall be established:

1. At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for three (3) years, expiring when their successors are duly elected and qualified.

D. The Board shall continue to be elected by the Members at each subsequent Annual Members' Meeting and no Board Member can serve for more than two (2) consecutive terms. That person may return after three (3) years.

E. At each Annual Members' Meeting held, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors nor more than seven (7), provided, however, the number of Directors shall always be an odd number.

F. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.

ARTICLE 10
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Cooperative Documents, where applicable, and shall include, but not be limited to, the following:

- A. Making and collecting Cooperative Assessments against Members to defray the costs of the Cooperative Common Expenses of the Cooperative.
- B. Using the proceeds of Cooperative Assessments in the exercise of the powers and duties of the Association and the Board.
- C. Maintaining, repairing and operating the improvements within the Cooperative.
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Cooperative.
- E. Making and amending rules and regulations with respect to the Cooperative.
- F. Enforcing by legal means the provisions of the Cooperative Documents.
- G. Contracting for the management and maintenance of the Cooperative and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Cooperative Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Cooperative Documents and the Act including, but not limited to, the making of Cooperative Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.
- H. Paying taxes and Cooperative Assessments which are or may become liens against the Cooperative and assessing the same against Units within the Cooperative, the Owners of which are responsible for the payment thereof.
- I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Cooperative Documents and acquiring one insurance policy to insure the Cooperative and to allocate the

premiums therefor in a fair and equitable manner.

J. Paying costs of all power, water, sewer and other utility services rendered to the Cooperative Property and not billed directly to Owners and cable system.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Engaging in alternative dispute resolution as provided for in Section 719.1255 of the Act. Section 719.1255 is incorporated by reference herein.

M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Condominiums, Timeshares, and Mobile Homes, and updating the question and answer sheet at least annually.

N. Maintaining an adequate number of copies of the Cooperative Documents, as well as the question and answer sheet referred to in Paragraph 10.M. above, on the Cooperative Property to ensure their availability to Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

O. Ensuring that the following contracts shall be in writing:

- (i) Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.
- (ii) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to Cooperatives.

P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to Cooperatives.

Q. All other powers and duties reasonably necessary to operate and maintain the Cooperative in compliance with the Cooperative Documents and the Act.

ARTICLE 11 INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including Legal Fees (as defined within Lease) reasonably incurred by or imposed upon him or her or them, as applicable, in connection with any proceeding, litigation or settlement in which he/she may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to persons appointed by the Board to certain functions such as Secretary/Treasurer, any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers.

ARTICLE 12 BY-LAWS

The Amended and Restated By-Laws of the Association shall be adopted by the Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership.

ARTICLE 13 AMENDMENTS

A. These Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;
2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the

time and the manner provided in the By-Laws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds of all Members entitled to vote thereon; or

4. An amendment may be adopted by a written statement signed by a majority of Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of a meeting, those Members not submitting their written consent shall be notified in writing of the passage thereof.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Lease.

C. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records as an amendment to the Lease.

ARTICLE 14 EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph 14E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph 14E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and

14 SEP 29 PM 4:39

2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article 13 to further the ordinary affairs of the Association:

1. Binds the Association; and
2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency by-laws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article 14 if a quorum of the Directors cannot readily assemble because of a catastrophic event.

ARTICLE 15

These Amended and Restated Articles rescind and make invalid the previous Articles of the Association as recorded on the 25th day of March, 1975.

ARTICLE 16

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 1300 GULF SHORE BLVD. N., NAPLES, FL 34102 and the initial registered agent of the Association at that address shall be _____.

The undersigned, being the President and Secretary of the Association, hereby affirm that the foregoing Amended and Restated Articles of Incorporation were duly adopted by the Board of Directors and Members of the Association on the 5 day of MARCH, 2013.

By: _____

Colleen Walker, President

Attest: _____

Ed Peters, Secretary

14 SEP 29 PM 4:39

16