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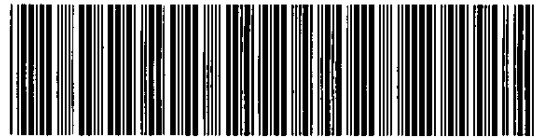
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

KEVIN T. WELLS, ESQ.
DAVID C. MEYER, ESQ., L.L.M.*
KAREN L. KUSKIN, ESQ.

CONDOMINIUM, HOMEOWNER,
COOPERATIVE, MASTER
AND COMMUNITY ASSOCIATIONS
CIVIL LITIGATION

22 S. LINKS AVENUE SUITE 301
SARASOTA, FL 34236
TELEPHONE (941) 366-9191
FACSIMILE (941) 366-9292
EMAIL KWELLS@KEVINWELLSPA.COM
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EMAIL KKUSKIN@KEVINWELLSPA.COM

*LLM - REAL PROPERTY
AND LAND DEVELOPMENT

April 27, 2009

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

Re: Certificate of Amendment and Restatement
Swifton Villas Condominium Association, Inc.

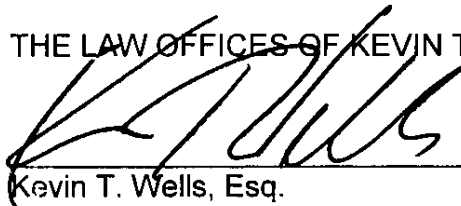
Dear Sir or Madam:

Please file the enclosed original Certificate of Amendment and Restatement 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.
22 S. Links Avenue, Suite 301
Sarasota, Florida 34236
(941) 366-9191 (Telephone)
(941) 366-9292 (Facsimile)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT AND RESTATEMENT

ARTICLES OF INCORPORATION

**SWIFTON VILLAS CONDOMINIUM ASSOCIATION, INC.
A Florida Not For Profit Corporation**

We hereby certify that the attached amendments to and restatement of the Articles of Incorporation of SWIFTON VILLAS CONDOMINIUM ASSOCIATION, INC. ("the Association"), a Florida corporation not-for-profit, were adopted by the Association's Board of Directors and by the affirmative vote of not less than fifty-one percent (51%) of the Association's total voting interests at the Special Membership Meeting of the Association held on February 18, 2009, which is sufficient for adoption under Article 9 of the Articles of Incorporation of the Association. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and by Florida law.

DATED this 24TH day of April, 2009.

Signed, sealed and
delivered in the presence of :

SWIFTON VILLAS CONDOMINIUM
ASSOCIATION, INC.

Sign: Frances Viggiani

By: John Swank
John Swank, President

Print: FRANCES VIGGIANI

Sign: Douglas P. Fought

Print: Douglas P. Fought

ATTEST:

Sign: Frances Viggiani

By: Joseph Yocum
Joseph Yocum, Secretary

Print: FRANCES VIGGIANI

Sign: Douglas P. Fought

[Corporate Seal]

Print: Douglas R. Fought

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24TH day of April, 2009, by John Swank as President of Swifton Villas Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

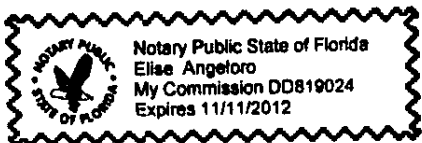
NOTARY PUBLIC

Sign: Elise Angeloro

Print: ELISE ANGELORO

State of Florida at Large (Seal)

My Commission expires:



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24TH day of April, 2009, by Joseph Yocum as Secretary of Swifton Villas Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

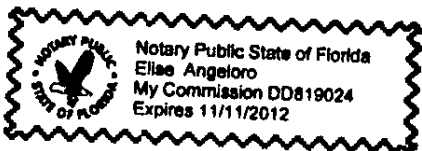
NOTARY PUBLIC

Sign: Elise Angeloro

Print: ELISE ANGELORO

State of Florida at Large (Seal)

My Commission expires:



AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SWIFTON VILLAS CONDOMINIUM ASSOCIATION, INC.

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

By these Articles of Incorporation, the members of SWIFTON VILLAS CONDOMINIUM ASSOCIATION, INC. (herein referred to as the "Association, located in Sarasota County, Florida, adopt these Amended and Restated Articles of Incorporation. The original Articles of Incorporation were recorded in the Official Records of Sarasota County, Florida at Book 2305, Page 1920 et seq. and were filed with the Office of Secretary of State on November 4, 1970, Charter Number 719634. The original Declaration of Condominium of SWIFTON VILLAS a Condominium, was recorded at Official Records Book 876, Page 911, et seq., the original Declaration of Condominium of SWIFTON VILLAS, SECTION B, a Condominium, was recorded at Official Records Book 884, Page 161, et seq., the original Declaration of Condominium of SWIFTON VILLAS, SECTION C, a Condominium, was recorded at Official Records Book 905, Page 213, et seq., and the original Declaration of Condominium of SWIFTON VILLAS, SECTION D, a Condominium, was recorded at Official Records Book 929, Page 177, et seq., all of the Public Records of Sarasota County, Florida. The four (4) condominiums were merged into SWIFTON VILLAS, A CONDOMINIUM (herein, the "Condominium"), by the Amended Declaration of Condominium recorded at Official Records Book 1554, Page 0983 of the Public Records of Sarasota County, Florida.

ARTICLE 1.
NAME AND ADDRESS

The name of the corporation shall be SWIFTON VILLAS CONDOMINIUM ASSOCIATION, INC. (herein, the "Association"). The street address of the principal office of the corporation shall be 2950 Swifton Drive, Sarasota, Florida 34231, or as otherwise determined from time to time by the Association Board of Directors.

ARTICLE 2.
PURPOSE

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 SWIFTON VILLAS, A CONDOMINIUM, located in Sarasota County, Florida.

2.2 Distribution of Income. The Association shall be organized as a Florida corporation not for profit. As such, it shall issue no stock and make no distribution of income to its members, directors or officers.

ARTICLE 3. 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 those 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:

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

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

c. To preventatively maintain, repair, alter, improve, replace, administer and operate the condominium property, which shall include the irrevocable right of access to each unit during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any common elements or any portion of the unit to be maintained by the Association pursuant to the Declaration or as necessary to inspect and/or prevent damage to the common elements or a unit or units.

d. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

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

f. To make and amend reasonable rules regarding the use and occupancy of the units and common elements of the Condominium. However, rules regarding unit use may be vetoed by the affirmative vote of fifty-one percent (51%) of the Association's voting interests at a duly-called membership meeting.

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

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

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

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

k. To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use benefits of the unit owners.

l. 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 (2008) 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:

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.

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

3. Name as interim assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom

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

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

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

6. Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity; water, sewer, or security systems; or air conditioners.

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

8. Require the evacuation of the condominium property in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any 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.

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

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

11. Contract, on behalf of any 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.

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.

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.

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 foreclosures 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 Assets Held in Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Condominium Act, the Declaration, these Articles of Incorporation and the Association Bylaws.

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

ARTICLE 4. MEMBERS

4.1 Members. The members of the Association shall consist of all of the record owners of units in the Condominium shown by recordation of a deed or other instrument in the Public Records of Sarasota County, 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, a deed or other instrument establishing title to a unit in the Condominium and the delivery to the Association of a certified copy of such instrument within thirty (30) days of the recording of the deed. The owner designated by such instrument thereby becomes a member of the Association and the membership of the prior owner 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.

ARTICLE 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.

ARTICLE 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 and shall serve at the pleasure of the Board of Directors.

ARTICLE 7. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and all liabilities, including attorney fees reasonably incurred by or imposed upon the director or officer in connection with any proceeding or any settlement of any proceeding to which the person may be a party, or in which the person may become involved by reason of being or having been a director or officer of the Association, whether or not the person is a Director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the director's or officer's duties; provided that a settlement of the indemnification shall apply only when a majority of the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be otherwise entitled.

ARTICLE 8. BYLAWS

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

ARTICLE 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 twenty-five percent (25%) (i.e., 33 units) of the Association membership who call a special meeting of the Association in the manner provided in the Bylaws. Except as elsewhere provided, approval of a proposed amendment must be by the affirmative vote of not less than a majority of the members present (in person or by proxy) and voting at a membership meeting called in whole or in part for that purpose.

9.2 Limitation on Amendments. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Article 3.3 of these Articles of Incorporation without the approval of all unit owners. No amendment shall be made which is in conflict with the Condominium Act or the Declaration.

9.3 Certification. A copy of each amendment shall be certified by the Secretary of State and shall be recorded in the Public Records of Sarasota County, Florida, along

with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted.

**ARTICLE 10.
TERM**

The term of the Association shall be perpetual.

**ARTICLE 11.
SUBSCRIBERS**

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

Name	Address
James C. Emmert	475 Ben Franklin Drive, Sarasota, Florida
Harold Berger	7232 John Silver Drive, Sarasota, Florida
Alvin J. Lindenberg, Jr.	360 Bobwhite Drive, Sarasota, Florida

**ARTICLE 12.
REGISTERED OFFICE AND AGENT**

The registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be ADI Property Management at the address of 63 Sarasota Center Blvd., Suite 104, Sarasota, FL 34233.