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(City/State/Zip/Phone #)

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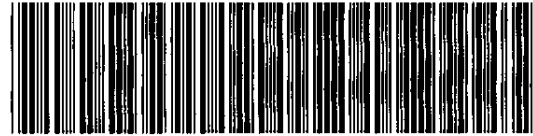
(Business Entity Name)

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Amend

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2010 OCT 12 AM 9:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APR 10/14/10

KEVIN T. WELLS, ESQ.
KAREN L. KUSKIN, ESQ.
ROBERT L. TODD, ESQ.
SUE ELLEN KRICK, ESQ.

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

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

1800 SECOND STREET, SUITE 803
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EMAIL: SKRICK@KEVINWELLSPA.COM

October 7, 2010

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

Re: Certificate of Amendment
La Playa A Condominium, Inc.

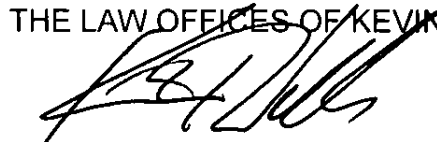
Dear Sir or Madam:

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

FILED

AMENDMENTS

2010 OCT 12 AM 8: 37

**ARTICLES OF INCORPORATION
OF
LA PLAYA A CONDOMINIUM, INC.
a corporation not for profit
under the laws of the State of Florida**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE 1.

Name, Address and Registered Agent

1.1 Name. The name of the corporation shall be LA PLAYA, A CONDOMINIUM, INC., a corporation not for profit. The corporation shall be referred to in these Articles as the "Association". The principal business address of the Association is 4425 Gulf of Mexico Drive, Longboat Key, Florida 34228.

1.2 Address and Registered Agent. The street address of the registered office of the Association is 1800 Second Street, Suite 803, ~~1620 Main Street, Suite One~~, Sarasota, Florida 34236. The name of the Association's registered agent at such address is The Law Offices of Kevin T. Wells, P.A. ~~Dana J. Watts~~.

ARTICLE 2.

Purpose

2.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, ~~as it exists on the date hereof~~ for the maintenance, operation and management of LA PLAYA A CONDOMINIUM (herein the "Condominium"), a condominium project located in Manatee County, Florida, and the Condominium Property.

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

2.3 No Shares of Stock. The Association shall not have or issue shares of stock.

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 under Florida law not in conflict with the terms of these Articles of Incorporation or the Florida Condominium Act.

3.2 Specific Powers. The Association shall have all of the powers and duties of an association set forth in the Florida Condominium Act and all of the powers and duties reasonably necessary to manage, maintain and operate the Condominium pursuant to the Declaration of Condominium for the Condominium, as it may be amended from time to time, including but not limited to the following:

3.2.1 (a) To make and collect assessments (regular, special and emergency) against members as unit owners to defray the costs, expenses and losses incurred in the management, maintenance, operation, repair and replacement of the Condominium and property and facilities serving the Condominium and Association Property.

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

3.2.3 (c) To charge interest and late charges on delinquent or past due assessments and to accelerate the assessments of a member delinquent in payment of any installment of assessments for Common Expenses.

3.2.4 (d) To charge a use fee against Unit Owners for the use of designated Association Property or certain designated portions of the Common Elements.

3.2.5 (e) To require as a condition to the letting or renting of a Unit a security deposit to protect against damages to the Common Elements and/or Association Property.

3.2.6 (f) To acquire, own, maintain, manage, repair, replace and operate the Condominium Property and all other property, improvements and facilities serving the Condominium or its Unit Owner members, whether located within or without the Condominium, including the maintenance, repair and replacement of drainage facilities serving the Condominium and Association Property.

3.2.7 (g) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association and its members as Unit Owners.

3.2.8 (h) To operate a rental program and handle rentals of Units for the convenience of the Unit Owners unless otherwise prohibited by law.

3.2.9 (i) To make and amend reasonable Rules and Regulations respecting the use and occupancy of the Condominium Property and Association Property and for the health, comfort, safety and welfare of the Unit Owners. All such Rules and Regulations and amendments thereto shall be approved by the Board of Directors of the Association.

3.2.10 (j) To approve or disapprove the transfer, lease, mortgage and ownership of Units in the Condominium, ~~if so provided in the Declaration.~~

3.2.11 ~~(k)~~ To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association and the Rules and Regulations for use of the Condominium Property, if any.

3.2.12 ~~(l)~~ To contract for the management of the Condominium with third party contractors and to delegate to such contractor all powers and duties of the Association, except as such are specifically required by the Declaration of Condominium or the Florida Condominium Act to have the approval of the Board of Directors or the members of the Association.

3.2.13 ~~(m)~~ To contract for the management or operation of all the portions of the Common Elements susceptible to separate management or operation.

3.2.14 ~~(n)~~ To employ personnel to perform the services required for proper management, maintenance and operation of the Condominium, including a resident manager.

3.2.15 ~~(o)~~ To acquire or enter into ~~(prior or subsequent to the recording of the Declaration of Condominium)~~ agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners, to declare expenses in connection therewith to be Common Expenses, and to adopt covenants and restrictions relating to the use thereof and to operate under a fictitious name.

3.2.16 ~~(p)~~ To purchase and own Units in the Condominium, including a Unit to house a resident manager, if any, and to acquire and hold, lease, mortgage and convey the same, subject however, to the provisions of the Declaration and Bylaws relative thereto.

3.2.17 ~~(q)~~ To obtain loans to provide funds for operating, maintaining, repairing, replacing and improving the Condominium and Association Property and to pledge the income of the Association from assessments, bank accounts, and its accounts receivable against Unit Owners as security for such loans.

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

3.4 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 the Bylaws of the Association.

ARTICLE 4. Members

4.1 Members. The members of the Association shall consist of all of the record owners of Units in the Condominium from time to time, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 Termination and Change of Membership. Membership shall terminate automatically and immediately as a member's vested present interest in the title to the Condominium Unit terminates. After receiving ~~any~~ approval of the Association's Board of Directors required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a Unit in the Condominium and the delivery to the Association of a ~~certified~~ copy of such recorded instrument. The Owner(s) designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior Owner(s) 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 Unit.

4.4 Voting. Each Unit shall be entitled to one equal voting interest (Voting Interest) for each Unit, which Voting Interest shall be cast by its owners as members of the Association. The exact manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5. Directors

5.1 Board of Directors. The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of five (5) three (3) Directors. Directors shall satisfy the qualifications provided in the Bylaws and the Florida Condominium Act ~~be members of or officers of corporate members of the Association~~.

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

ARTICLE 6.

Officers

The affairs of the Association shall be administered by a President, Vice-President, Secretary and Treasurer and such other officers as may be designated in the Bylaws of the Association. The officers shall be elected by the Board of Directors at its first 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 of Directors and Officers

7.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, employee, officer or agent of the Association, against all liabilities and expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, nor in a manner he or she 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 or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings 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 or her conduct was unlawful.

7.2 Expenses. To the extent that a director, officer, employee or agent 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 or she shall be indemnified against expenses (including attorney's fees and appellate attorneys' 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 proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 7.

7.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

7.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, general partnership, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her 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 prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 8. Bylaws

The Bylaws of the Association shall be adopted by the Board of Directors of the Association and may be altered, amended or rescinded in certain instances by the Board of Directors and in certain instances by the membership in the manner provided by the Bylaws.

ARTICLE 9. Amendments

Subject to the provisions of Sections 9.2 and 9.3 of this Article 9, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

9.1 (a) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.2 (b) Proposal and Approval. ~~A resolution for the adoption of a proposed An~~ amendment may be proposed either by the Board of Directors or by the members of the Association. Except as elsewhere provided, approvals of such amendments must be by at least 66% of the entire membership of the Board of Directors and at least 66% of the votes (Voting Interests) of the entire membership; or by at least 80% of the votes (Voting Interests) of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

9.3 (e) Filing and Recording. A copy of each amendment shall be recorded in the Public Records of Manatee County, Florida and filed with the Florida Secretary of State.

ARTICLE 10.
Term

The term of the Association shall be perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration and the Florida Condominium Act. and In the event of such termination, the Association shall be dissolved in accordance with the law.

ARTICLE 11.
Definitions

The terms used in these Articles shall have the same definitions and meaning as set forth in the Declaration of Condominium unless herein provided to the contrary or unless the context otherwise requires.

Prepared by and return to:
Kevin T. Wells, Esq.
The Law Offices of Kevin T. Wells, P.A.
1800 Second Street, Suite 803
Sarasota, Florida 34236
(941) 366-9191 (Telephone)
(941) 366-9292 (Facsimile)

CERTIFICATE OF AMENDMENT

ARTICLES OF INCORPORATION

**LA PLAYA A CONDOMINIUM, INC.
A Florida Not For Profit Corporation**

We hereby certify that the attached amendments to the Articles of Incorporation of LA PLAYA CONDOMINIUM, INC. ("the Association"), a Florida corporation not-for-profit, were adopted by the affirmative vote of not less than the affirmative vote of sixty-six percent (66%) of the entire membership of the Board of Directors and sixty-six percent (66%) of the owners of all units in the condominium (in person or by proxy) at the Special Membership Meeting of the Association held on May 4, 2010, which is sufficient for adoption under Article 9 of the Articles of Incorporation of the Association. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and by Florida law.

DATED this 30 day of September, 2010.

Signed, sealed and delivered:
in the presence of:

sign [Signature]
print LOUI J. ESTES

sign [Signature]
print ASHLEY JOHNSON

LA PLAYA A CONDOMINIUM, INC.

By: [Signature]
WILLIAM R. TALBOT, President

Signed, sealed and delivered:
in the presence of:

sign [Signature]
print CAROL S. ALLISON

sign [Signature]
print ANNA T. SCHNADELBACH

Attest: [Signature]
SENAFE HUKS Secretary

(Corporate Seal)

STATE OF OHIO
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 30 day of September, 2010, by WILLIAM R. TALBOT as President of La Playa A Condominium, Inc., a Florida not for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced Drivers Licence as identification.

LOVE J. ESTES
Notary Public, State of Ohio
My Commission Expires 08-04-2012

NOTARY PUBLIC
sign *Love J. Estes*
print Love J. Estes
State of ~~Florida~~ Ohio at Large (Seal)
My Commission Expires:

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 1 day of October, 2010, by Jennifer Hulse-Schultz as Secretary of La Playa A Condominium, Inc., a Florida not for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced FL. DL. License as identification.



NOTARY PUBLIC
sign *Carol S Allison*
print Carol S Allison
State of Florida at Large (Seal)
My Commission Expires: