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David H. Rogel, Esq. Shareholder Phone: (305) 260-1015 Fax: (305) 442-2232

drogel@bplegal.com

121 Alhambra Plaza, 10th Floor Coral Gables, Florida 33134

January 3, 2018

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

Re: Amendment to Articles of Incorporation

Dear Sir or Madam:

Enclosed herein please find an Articles of Amendment to Articles of Incorporation for Sea Isle Condominium Association, Inc., as well as a check in the amount of \$35.00 to cover the cost of filing.

Thank you for your attention to this matter.

Sincerely,

David H. Rogel For the Firm

DHR/lh Enclosures

ACTIVE: S02355/084283:10465891_1

www.bplegal.com care@bplegal.com

This instrument was prepared by: DAVID H. ROGEL, ESQUIRE BECKER & POLIAKOFF, P.A. 121 Alhambra Plaza, 10th Floor Coral Gables, FL 33134



ARTICLES OF AMENDMENT TO THE AMENDED AND RESTATED ARTICLES OF INCORPORATION OF SEA ISLE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Certificate of Incorporation of SEA ISLE CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Association") was issued by the Secretary of State of Florida on the 23rd day of July, 1975; and

WHEREAS, at the Annual Meeting of the Membership held on November 18, 2017, the requisite percentage of the members approved the Amendments to the Articles of Incorporation as set forth on the attached Exhibit "A"; and

NOW, THEREFORE, the undersigned hereby certifies that the amendment as set forth in Exhibits "A" attached hereto and incorporated herein is a true and correct copy of the amendment as approved by the membership of the Association as set forth above.

WITNESS my signature hereto this $\frac{\mathcal{O}9}{\mathcal{O}}$ day of $\frac{\mathcal{O}6}{\mathcal{O}}$, 2017 at Monroe County, Florida. SEA ISLE CONDOMINIUM ASSOCIATION, INC. Mishra Witness MARQUISA PARHAM Notary Public, State of Florida STATE OF FLORIDA Commission# FF 180944 My comm. expires Dec. 3, 2018 COUNTY OF MONROE day of Dra The foregoing instrument was acknowledged before me this President of SEA ISLE CONDOMINIUM ASSOCIATION. INC. a Florida not-for-profit corporation, on behalf of the corporation. Who is personally known to me or has produced () as identification and who did/did not take an bath. (SEAL) NOTARY PUBLIC SIGNATURE STATE OF FLORIDA AT LARGE

My commission expires:

Michigan

pamucha PLEASE PRINT OR TYPE NOTARY SIGNATURE

LOPAMUDRA MISHRA NOTARY PUBLIC, STATE OF MI COUNTY OF WASHTENAW MY COMMISSION EXPIRES Dec 17, 2018 ACTING IN COUNTY OF WAS LIFE

EXHIBIT "A"

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF SEA ISLE CONDOMINIUM ASSOCIATION, INC.

The undersigned Officers of the Corporation ("Association"), hereinafter set forth, certify that the following are the Amended and Restated Articles of Incorporation for this not-for-profit Association being operated pursuant to Chapter 617 and Chapter 718. Florida Statutes, as same may be amended and renumbered from time to time.

ARTICLE 1 NAME

The name of the Association shall be:

SEA ISLE CONDOMINIUM ASSOCIATION, INC. ("Association") its principal office and mailing address are: 1101 Ocean Drive West, Key Colony Beach, Florida 33051.

ARTICLE 2 PURPOSE

- 2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of certain Condominiums located in Monroe County, Florida and known as SEA ISLE CONDOMINIUM NO. 1, SEA ISLE CONDOMINIUM NO. 2, and SEA ISLE CONDOMINIUM NO. 3 (collectively the "Condominiums").
- 2.2. The Association shall make no distributions of income to its members, directors or officers.

POWERS

All of the powers of the Association as set forth above and below shall be exercised by the Board of Directors except where, by specific provision of the other documents governing the Association and the Condominiums or pursuant to the provisions of the Condominium Act, such powers are to be exercised by the members of the Association.

- 3.1 The powers of the Association shall include, but not be limited to:
- A. All the common law and statutory powers of a Condominium Association and Association, not-for-profit pursuant to Chapter 617. Florida Statutes and Chapter 718, Florida Statutes, as same may be amended and renumbered from time to time, as well as those powers set forth herein.
- B. to make and collect assessments against members as unit owners within the Condominiums to defray the costs, expenses and losses of the Condominiums and the Association:
- C. to use the proceeds of assessments in the exercise of its powers and duties:
- D. the maintenance, repair, replace, and operate of the Condominiums and the other property of the Association;
- E. the purchase of insurance upon the Condominium property and for the Association for the protection of the Association and its members:
- F. to reconstruct improvements after casualty and to further improve the Condominium Property;
- G. to make and amend reasonable regulations respecting the use of the property in the Condominiums.
- H. to approve or disapprove leases or occupancy in excess of six (6) months.
- to enforce by legal means the provisions of the Condominium Act, the Declarations of Condominium, these Articles, the ByLaws of the Association and Rules and Regulations for the use of the Condominium Property;

- J. to contract for the management of the Condominiums and Association and to delegate the powers and duties of the Association, except such as are specifically required by the documents governing the Condominiums and the Condominium Act to be exercised only by the Board of Directors or membership of the Association:
- K. to employ personnel to perform the services required for the maintenance, repair, replacement and operation of the Condominiums and the Association.
- 3.2 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 the affirmative vote of not less than seventy-five percent (75%) of the votes of the entire membership.
- 3.3 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 Declarations of Condominium, these Articles of Incorporation, and the ByLaws.
- 3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations of Condominium and the ByLaws.

ARTICLE 4 MEMBERS

- 4.1 The members of the Association shall consist of the record owners of the units in the Condominiums; and after termination of the Condominiums shall consist of those who were members at the time of termination and their successors and assigns.
- 4.2 Membership shall be evidenced by delivery of a certified copy of the recorded deed or other instrument establishing full record title to a unit in one of the Condominiums to the Association. Upon conveyance of all interests in any unit, the membership of any person or entity so conveying such interests are terminated automatically.

4.3 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 a unit.

4.4 The owner or owners of each unit shall be entitled to one vote as a member of the Association. If a person or entity owns more than one unit, they shall be entitled to as many votes as there are units owned by them.

ARTICLE 5 DIRECTORS

5.1 The affairs of the Association shall be managed by a Board consisting of nine (9) Directors, three (3) to be elected annually from each of the Condominium buildings operated by the Association.

5.2 Directors of the Association shall be elected at the Annual Meeting of the members determined by the ByLaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the ByLaws.

5.3 The Directors named in these Articles shall serve until the election of Directors pursuant to paragraph 5.2 and any vacancies in their number occurring prior thereto shall be filled by the remaining Directors.

5.4 The names and addresses of the members of the Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Sea Isle No. 1

GEORGE BEDROSIAN
TOAN ROLF
LOS GILBERT

Ocean Drive, Key Colony Beach, Florida Ocean Drive, Key Colony Beach, Florida Ocean Drive, Key Colony Beach, Florida

Sea Isle No. 2

SHAREN THOMOS MARIANNIA VRBANIC MICHAIL MORISSEY

Ocean Drive, Key Colony Beach, Florida Ocean Drive, Key Colony Beach, Florida Ocean Drive, Key Colony Beach, Florida

Sea Isle No. 3

Tom Hardine

Ocean Drive, Key Colony Beach, Florida

Ocean Drive, Key Colony Beach, Florida Ocean Drive, Key Colony Beach, Florida

MICHELA BYELESS

ARTICLE 6 OFFICERS

The affairs of the Association shall be administered by the officers designated in the ByLaws.

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. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME: OFFICE: ADDRESS:

Tan Haron President Ocean Drive, Key Colony Beach, Florida

Glorus Asonasa Vice President Ocean Drive, Key Colony Beach, Florida

Stand Thomas Secretary Ocean Drive, Key Colony Beach, Florida

Tran Rus Treasurer Ocean Drive, Key Colony Beach, Florida

ARTICLE 7 INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred-by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he 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 his duties; provided that in the event of a

settlement, the indemnification shall apply only when 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 entitled.

ARTICLE 8 AMENDMENTS

- 8.1 These Articles of Incorporation may be amended by the affirmative vote of not less than seventy-five percent (75%) of the voting interests in the Association entitled to vote.
- 8.2 No amendment shall make any changes in the qualifications for membership nor voting rights of the members, nor any change in Section 3.3 of Article 3, without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declarations of Condominium.

ARTICLE 9

The term of the Association shall be perpetual.

IN WITNESS WHEREOF, SEA ISLE CONDOMINIUM ASSOCIATION, INC., has caused this REPLACEMENT AND RESTATEMENT OF THE ARTICLES OF INCORPORATION OF SEA ISLE CONDOMINIUM ASSOCIATION, INC., to be executed by its duly authorized officer and it seal to be affixed this Officer, 2017.

OM HARDING President

STATE OF FLORIDA

COUNTY OF MONROE

BEFORE ME, an officer duly qualified in the State and County aforesaid to take acknowledgements, personally appeared TOM HARDING, President of Sea Isle Condominium Association, Inc., to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to and before me that he executed said instrument for the purposes therein expressed.

	9th December	
WITNESS my hand and official seal this day of, 2017.		
LOPAMUDRA MISHRA NOTARY PUBLIC, STATE OF MI COUNTY OF WASHTENAW MY COMMISSION EXPIRES DOC 17, 2018 ACTING IN COUNTY OF WASH AFERRATI	Notary Signature Leparandra M3 lnc Printed Name of Notary	
	My Commission Expires: <u>Je Cen by 1</u> 7 7 2018	
Personally knownOR produced identificationX F C		
Type of identification produced:		
this REPLACEMENT AND RESTATEMEN	E CONDOMINIUM ASSOCIATION, INC., has caused IT OF THE ARTICLES OF INCORPORATION OF I, INC., to be executed by its duly authorized officer, 2017	
STATE OF FLORIDA	••	
COUNTY OF MONROE		

BEFORE ME, an officer duly qualified in the State and County aforesaid to take acknowledgements, personally appeared SHARON THOMAS, Secretary of Sea Isle Condominium Association, Inc., to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this day of _

MARQUISA PARHAM Notary Public, State of Florida Commission# F.1 160944 My comm. expires Dec. 3, 2018

Printed Name of Notary

My Commission Expires:

Notary Signature

ACTIVE: S02355/084283:10249235_1