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[Handwritten signature]

Condominium, Homeowner
and Cooperative Associations

Kevin T. Wells, Esq.
Paul E. Olah, Jr., Esq.



Civil Litigation
Construction Litigation

Michael W. Cochran, Esq.
Jackson C. Kracht, Esq.
Joseph A. Gugino, Esq.
Brett M. Sarason, Esq.

July 27, 2018

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

Re: Certificate of Amendment
San Ramon Association, Inc.

Dear Sir or Madam:

Please find enclosed Amendments to the Articles of Incorporation for the above-referenced corporation.

Enclosed is my firm check 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,

LAW OFFICES OF WELLS | OLAH, P.A.

Michael W. Cochran, Esq.
mcochran@kevinwellspa.com

MWC/enl
Enclosures

FILED

Prepared by and return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191

2018 JUL 30 P 4 0 P

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
SAN RAMON ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Articles of Incorporation of San Ramon Association, Inc. (which Articles of Incorporation were attached as an Exhibit to the Declaration of Condominium of San Ramon originally recorded in the Official Records of Sarasota County, Florida at Book 1097, Page 1995 et seq. on September 1, 1975), was duly adopted by approval of not less than sixty-five percent (65%) of the total voting interests of the Association at a duly noticed meeting on April 26, 2018 in accordance with Article X of the Articles of Incorporation. The Association further certifies that all amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 28th day of June, 2018.

Signed, sealed and delivered:
in the presence of:

Sign: William A. Mulvey Jr.
Print: William A. Mulvey Jr.

Sign: _____
Print: _____

SAN RAMON ASSOCIATION, INC.

By: William Johns
William Johns, President

Attest: Debbie Joseph
Debbie Joseph, Secretary

(Corporate Seal)

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 28th day of June, 2018, by William Johns as President of San Ramon Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: Lesley F. Cornell
Print: LESLEY F CORNELL
(Seal)

My Commission expires:

LESLEY F. CORNELL
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires Dec. 20, 2018

AMENDED AND RESTATED

ARTICLES OF INCORPORATION OF SAN RAMON ASSOCIATION, INC.

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

ARTICLE I. NAME AND ADDRESS

1.1 Name: The name of the corporation shall be "San Ramon Association, Inc." For convenience the corporation shall herein be referred to as "the Association".

1.2 Address: The street address of the principal office of the Association shall be 1162 Indian Hills Blvd Venice, Florida 34293 or as otherwise determined from time to time by the Association Board of Directors.

ARTICLE II. PURPOSE

2.1 Purpose: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, for the operation of San Ramon, a Condominium (herein, "the Condominium") located in Sarasota County, Florida.

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

ARTICLE III. 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 (Chapter 617, Florida Statutes), and the powers and duties of an association as set forth in the Declaration of Condominium ("Declaration") and Bylaws, if not inconsistent with Chapter 718, Florida Statutes "Condominium Act", all as subsequently amended from time to time.

3.2 Specific Powers: The Association shall have all of the powers and duties set forth in the Condominium Act of the State of Florida (Chapter 718, Florida Statutes), and Chapter 617, Florida Statutes, including all the powers and duties reasonably necessary to maintain, manage, and operate the Condominium pursuant to such Declaration, as it may be amended from time to time, including but not limited to the following:

a. To make, amend, and collect assessments and special assessments against members as Unit owners to defray the cost, expenses and losses of the Condominium as common expenses, and to make special assessments or charges against individual members as Unit owners for unpaid fines or for maintenance or repair which is the responsibility of the Unit owner.

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

c. To maintain, repair, replace, improve, lease, and operate the Common Elements, and Condominium property, which shall include the irrevocable right of access to each unit during reasonable hours when necessary for the 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 prevent damage to the common elements or a unit or units.

d. To purchase insurance upon the Common Elements and Condominium property, and insurance for the protection of the Association, the Board of Directors, the Officers and its Members as Unit owners.

e. To reconstruct the improvements after casualty and further improve the Common Elements and Association property.

f. To make and amend reasonable Rules and Regulations regarding the appearance, occupancy, and use of the Units, Common Elements, and Association property in the Condominium, and administration of the Association.

g. To approve or disapprove of the transfer, mortgage, sale and lease of Units in the Condominium

h. To enforce by legal means the provisions of the Florida Condominium Act (Chapter 718, Florida Statutes), the Declaration, and these Articles of Incorporation, the Bylaws of the Association and the Rules and Regulations.

i. To levy fines for violation of the provisions of the Declaration, these Articles of Incorporation, the Bylaws of the Association, and the Rules and Regulations for the use of the Units and property in the Condominium, in the manner set forth in the Bylaws and Rules and Regulations. To enforce by legal means the provisions of the Condominium Act (Chapter 718, Florida Statutes), the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations.

j. To contract for the management, operation, maintenance, repair and replacement of the Common Elements, and the Condominium property or any portion thereof. However, any such contract shall not be in conflict with the powers and duties of the Association or the rights of Unit owners as provided in the Florida Condominium Act (Chapter 718, Florida Statutes), the Declaration, these Articles of Incorporation, and the Bylaws and Rules of the Association.

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

l. To pay taxes and assessments which are liens against any part of the Condominium, other than any individual Unit not owned by the Association, and the appurtenances thereto, and to assess the same against the Unit and the Owner of the Unit which is subject to such liens.

m. To enter into agreements whereby the Association acquires leasehold memberships and other possessory or use interest in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the employment, recreation, or other use benefits of the Unit owners.

n. To purchase a Unit or Units in the Condominium.

o. To enter into agreements for construction of recreational facilities, buildings, cable television systems and other amenities or facilities for the benefit of the Unit owners and to borrow money for the purpose of carrying out that construction and to mortgage, lease, or otherwise provide security for the repayment of those funds.

p. To grant, modify or move easements over, under or through the Common Elements or Association Property.

q. To sue and be sued.

r. To borrow money and secure the same by assigning Assessments, lien rights, Assessment collection authority, and by execution of mortgages encumbering the Association real property (but not the Common Elements) and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association.

3.3 Emergency Powers. 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 Condominium Act or Sections 617.0207 and 617.0303, Florida Statutes. For purposes of this Section 3.3 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:

a. Conduct meetings of the Board of Directors and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting in the Condominium or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors' decisions may be communicated as provided herein. The Directors in attendance at such a meeting of the Board of Directors, if more than one (1) Director, shall constitute a quorum.

b. Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.

c. 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.

d. Relocate the Association's principal address or designate alternative principal addresses.

e. Enter into agreements with local counties, and municipalities, to assist with debris removal and other emergency assistance.

f. 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 heating, ventilating and air conditioners.

g. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Condominium unavailable for entry or occupancy by Unit Owners, tenants, guests, occupants, or invitees to protect the health, safety, or welfare of such persons.

h. Require the evacuation of the Condominium in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any Unit Owner, tenant, guest, occupant, or invitee fail or refuse to evacuate the Condominium where the Board of Directors has required evacuation, the Association shall be immune from any and all liability or injury to persons or property arising from such failure or refusal.

i. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, 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

j. 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 a Unit Owner or occupant, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Common Elements, Association Property or the Units, even if the Unit Owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Unit.

k. Contract, on behalf of any Unit Owner, for items or services for which Unit Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Common Elements, Condominium Property or Association Property. In such event, the Unit Owner on whose behalf the Board of Directors has contracted shall be responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use any Assessment and claim of lien authority provided by Section 718.116, Florida Statutes, or the Declaration, to enforce collection of such charges.

l. Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, the Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more special Assessments without a vote of the Unit Owners.

m. Without Unit Owner 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 Articles of Incorporation, the Declaration, or the Bylaws.

n. Corporate action taken in good faith to meet the emergency needs of the Association or its Members 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 of the Association. An Officer, Director, or employee of the Association acting in good faith and in accordance with Article 3, Section 3.3 herein shall only be liable for willful misconduct.

The special powers authorized in herein shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Condominium Property, the Association and Association Property, the Unit Owners, tenants, guests, occupants and invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Common Elements and Association Property.

3.4 Assets held in Trust: All funds and the title 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 Declaration, these Articles and the Bylaws of the Association.

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 laws of the State of Florida, the Declaration, these Articles and the Bylaws of the Association.

ARTICLE IV. MEMBERS

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

4.2 **Changes of Membership:** After receiving the approval of the Association 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 a change of record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thereby becomes a member of the Association and the membership of the prior owner is thereby 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 appurtenance to the member's unit.

4.4 **Voting:** The owner of each Unit shall be entitled to one (1) vote as a member of the Association, except there shall be no vote for any Unit owned by the Association. The manner of exercising voting rights shall be determined by the Declaration, these Articles of Incorporation, and Bylaws of the Association. Owners owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.

ARTICLE V. DIRECTORS

The affairs of the Association shall be managed by a Board of Directors, which shall be elected as provided in the Bylaws. Only Members of the Association shall be eligible to serve as Directors.

ARTICLE VI. OFFICERS

6.1 **Officers:** The affairs of the Association shall be administered by Officers designated in the Bylaws of the Association.

6.2 **Election of Officers:** The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board of Directors.

6.3 **Indemnification of Officers and Directors.**

a. **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 or she is or was a Director, Officer, or committee member of the Association, against expenses, including reasonable attorney's fees and appellate attorney's fees; judgments; fines; and amounts paid in settlement actually and reasonably incurred by him or her 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 or she did not act in good faith or 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 (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, in and of itself, create a presumption that the person did not act in good faith and in a manner which 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, had reasonable cause to believe that such 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.

b. 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 6, herein, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney's fees and appellate attorney's fees, actually and reasonably incurred by him or her in connection therewith.

c. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may 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 subject to the understanding and agreement of such Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by Article 6 herein.

d. Miscellaneous. The indemnification provided by Article 6 herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any 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.

e. 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 or her in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of Article 6 herein.

f. Amendment. Notwithstanding anything to the contrary herein, the provisions of Article 6 herein may not be amended without the approval in writing of all persons whose interests would be adversely affected by such amendment.

ARTICLE VII. BYLAWS

The Bylaws may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE VII. AMENDMENTS

8.1 Amendments: Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

a. The text of the proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is considered.

b. An amendment may be proposed either by the Board of Directors or by Members who call a special meeting of the Association in the manner provided in the Bylaws.

c. Except as elsewhere provided, approval of a proposed amendment must be by the affirmative votes of not less than 65% of the eligible voting interests of the Association.

8.2 Limitation on amendments: No amendment shall make any change in the qualifications for membership, or the voting rights of the members without approval in writing of all members.

8.3 Effective Date: An amendment to the Articles of Incorporation shall be effective upon being filed with the Florida Secretary of State. Any such amendment should also be recorded in the Public Records of Sarasota County, Florida, but need not be so recorded in order to be legally effective.

ARTICLE IX. SUBSCRIBERS

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

Robert D. Mahon	710 Golden Beach Blvd., Venice, FL 33595
Robert D. Mahon, Jr.	150 N. Nokomis Ave., Apartment 101, Venice, FL 33595
Isabella Mahon	710 Golden Beach Blvd., Venice, FL 33595

ARTICLE X. REGISTERED OFFICE AND AGENT

The registered office of the Association, until otherwise determined by the Board of Directors, shall be at Keys-Caldwell, 1162 Indian Hills Blvd Venice, Florida 34293 and the registered agent of the Association at that office, until otherwise determined by the Board of Directors, shall be Keys-Caldwell.