

751136

Gladiolus Gardens Recreational and
Maintenance Association Inc.
15880 Summerlin Road #300
Box 192
Fort Myers, FL 33908

(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



400197242994

03/10/11--01008--002 **52.50

FILED
11 MAR 10 AM 9:18
TAMPA, FLORIDA

Amk
x001
x cc
3/14/11

Gladiolus Gardens Recreational and Maintenance

Association Incorporated
% Turnkey Association Management
15880 Summerlin Road, #300
Box 192
Fort Myers, FL 33908

To: Florida Department of State
Division of Corporations
Amendment Section
P.O. Box 6327
Tallahassee, FL 32314

From: Gladiolus Gardens Recreational and Maintenance Association Incorporated
(a Florida Not-For-Profit Corporation)
Document Number: 751136

Subject: The enclosed articles of amendment and fee are submitted for filing.

Please return all correspondence for this matter to the following:

Gladiolus Gardens Recreational and Maintenance Association Inc.
% Turnkey Association Management
15880 Summerlin Road, #300
Box 192
Fort Myers, FL 33908
Email info@turnkeyfl.com

For further information concerning this matter, please call:

Elaine Pierro, CAM and Registered Agent for the Corporation at (239) 322-4788

Enclosed is a check in the amount of \$52.50 made payable to the Florida Department of State for the filing fee, Certificate of Status and Certified Copy (additional copy is enclosed).

**Amendment to the Articles of Incorporation
Gladiolus Gardens Recreational and Maintenance Association Inc.**

% Turnkey Association Management
11595 Kelly Road
Suite #120-A
Fort Myers, Florida 33908

FILED
11 MAR 10 AM 9:19
CLERK OF DISTRICT COURT
LEE COUNTY, FLORIDA

Document # 751136

WE HEREBY CERTIFY that the following amendments are adopted to the Articles of Incorporation of Gladiolus Gardens Recreational and Maintenance Association Inc., a Florida Not-For-Profit Corporation pursuant to §617.1006 Florida Statutes. Said amendments change or modify the articles of incorporation of the original filing and recorded in the Lee County Florida Official Records Book 1411, at Page 360 and rerecorded at Book 1434, page 606; Book 1441 Page 2075; Book 1472 Page 1008; Book 1480 Page 1407; Book 1483 Page 499; Book 1501 Page 1019; Book 1507 Page 614; Book 1516 Page 2299; Book 1526 Page 868; Book 1556 Page 1992; Book 1526 Page 933; Book 1461 Page 2085.

These amendments were duly adopted at a duly noticed annual meeting of the members held on January, 12, 2011 by the proper percentage of votes of the voting interests of the association. These amendments are effective on January 12, 2011 and supersede all prior articles or amendments to the articles of incorporation.

Substantial rewording has been done, for clarity only the new wording is shown here.

**The Articles of Incorporation
(all of the preceding sections of the Articles remains unchanged)**

Article II, Articles of Incorporation

The purpose for which this corporation is organized is to own, operate and hold real and personal property for the use and benefit of owners in all Sections of Gladiolus Gardens Condominiums, Section I through Section XIII (also known as Building Associations). Such purposes shall include (but shall not be limited to) the following:

1.0 To contract for services on behalf of the individual Building Associations Sections I through XIII within Gladiolus Gardens for maintenance, operation and management of facilities and professional services serving some or all of Gladiolus Gardens to the benefit of the community. Such facilities and professional services shall include, but are not limited to sewage collection and transfer, trash disposal, insurance, irrigation, grounds and lawn maintenance, certain building maintenance and security lighting. All of the contracted services are common expense divided equally (except insurance) to all Building Associations Section I through XIII, and provided for in the Recreational and Maintenance Assessment (except insurance).

1.1 The sewage system in its entirety from the point of discharge from any building until it reaches the county system including all junctions, lift stations, macerator pumps, transfer pumps, septic, hold and drain field systems, vent systems and access covers shall be maintained, repaired, upgraded, inspected and replaced as necessary, as a common element administered by the Recreational and Maintenance Association. The sewage system within the building will remain the responsibility of the Building Association.

1.2 To contract with a trash disposal company for service to the dumpsters located throughout the complex.

1.2.1 To determine the size of the dumpsters and the frequency of pickup.

1.2.2 To determine the location of the dumpsters.

1.2.3 To determine the type of enclosures, landscape or decorative facade if installed.

1.3.1 To obtain and maintain a master policy of insurance (conglomeration) covering casualty (property), liability, directors and officers, crime and employee dishonesty, in part or in whole which the individual Building Associations are responsible for coverage. Premiums will be prorated, among the participating Building Associations in the conglomeration, on the basis of building and capital improvements, replacement cost insurance appraisal, (excludes carports).

1.3.2 This shall not require the Recreational and Maintenance Association be responsible for obtaining coverage if at the sole discretion of the Board of Directors it is determined there is no financial advantage to the Building Associations by it doing so.

1.3.3 The Board of Directors of Recreational and Maintenance will acquire a community wide insurance appraisal for both casualty and flood on the basis of replacement cost for each building. The expense of the appraisal will be an expense applied to the insurance fund and paid as a pro rata common expense by the Building Associations. Additional coverage, such as but not limited to RCBAP (flood insurance), umbrella policies are the specific responsibility of the Building Associations and not the Recreational and Maintenance Association.

1.3.4 Each of the Building Associations will be named as additional insured. Each Board of Directors for the Building Associations participating in the conglomeration and the management company and / or manager will be named as additional insured and provided a C.O.I. benefiting the respective Building Association (or management company and / or manager) at each renewal of policies.

1.3.5 In the event of a claim and unless specifically written into the conglomerated policy by the carrier or statute, the deductibles, co-pays, out of pocket expense, or any other shortfall for any and all insurance claims will be paid by each Building Association that incurs the loss or submits the claim. Any excess may be treated the same at the discretion of the Building Association board.

1.3.6 Recreational and Maintenance Association will account for the finances of the insurance conglomeration in a Proprietary Internal Service Fund and post all income and expenses of insurance to that fund.

1.3.7 Building Associations will pay the insurance in full, in advance, when due for the entire pro rata share, less any fund surplus. Building Associations unable to pay their pro rata share of insurance expense when due, may secure outside financing. If available, financing may be arranged through Recreational and Maintenance at a competitive bank rate of interest to the benefit of Recreational and Maintenance.

1.3.8 Building Associations that finance through Recreational and Maintenance that cannot make the required payment by the 15th of the month due, will be cancelled from the insurance conglomeration and be responsible for cancellation costs from the insurance carrier and any costs incurred by Recreational and Maintenance Association. The Building Association cannot participate in the conglomeration until the next renewal cycle.

1.4 To maintain the irrigation system for all of Gladiolus Gardens, which includes maintenance, repair, modifications and replacement of the well, control, distribution and delivery systems throughout the community. The system will be maintained in such a manner to provide adequate irrigation for the turf areas only as permitted by SFWMD and Lee County Codes. The system has easily damaged components of articulating sprinkler heads, soft piping and low voltage control wiring throughout the community. Excavating, digging, trenching, planting or driving any type of vehicles on the turf will not be permitted without the advanced consent from the Board of Directors of Recreational and Maintenance Association. Building Associations may provide for alternative irrigation, at their own expense for the installation, operation and maintenance of such a system.

1.5 Area lights installed on the eaves of building ten, illuminating the dumpster area. Building seven, illuminating the walkway and tennis courts. Building thirteen illuminating the parking lot (pole mounted). The Lakewood Blvd. side of building three illuminating the dumpster. The Recreational and Maintenance Association shall maintain the fixture and lamps in these specific lamps. The Building Association on which they are mounted shall pay for the electricity for operation. The system may be expanded at the discretion of the Board of Directors to meet the safety and security needs of the community.

1.6 Bulb replacement of all of the standard lights throughout the community, for each Building Association, including those mounted to buildings, soffit, under landings, pole lamps and courtyard lights will be replaced as needed semi-annually by Recreational and Maintenance Association. Replacement of fixtures, globes, photocells and general maintenance of the lighting system is the responsibility of the Building Associations except those specifically called out in section 1.5.

1.7 Standard pest control and prevention will be provided through Recreational and Maintenance Association throughout the community as needed. Not included in the pest control is infestation of buildings by sub terrain or air borne termites, rodents, roaches or bees / wasps or any other infesting vermin. Vacated extermination and tenting is the responsibility of the Building Association.

The End of These Amendments

In all other regards and respect other than those modified by the above, the terms and conditions set out in the Articles of Incorporation remain in force and effect.

Certifying as President and Chairman of the corporation that all of the above are true and given witness to the same;

Witnesses;

[Signature]
Signature

Lester A. Wepp
Printed Name

[Signature]
Signature

Anna Danton
Printed Name

Gladiolus Gardens
Recreational and Maintenance
Association Inc.

BY: [Signature]
Alan Smith, President and Chairman

DATE: 3.4.2011

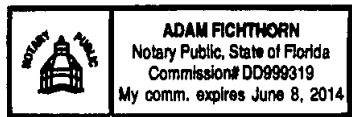
(CORPORATE
SEAL)

County of Lee)
State of Florida)

The foregoing instrument was acknowledged before me this 4th day of March, 2011 by Alan Smith as President and Chairperson of the Board of Directors, Gladiolus Gardens Recreational and Maintenance Association Inc., a Florida Not-For-Profit Corporation, on behalf of the corporation. He has produced (type of identification) FLDL as identification and did take an oath.

[Signature]
Notary Public, State of Florida / County of Lee

Adam Fichtorn
Printed Name



My Commission Expires On: 6-8-14