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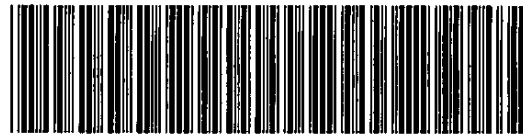
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August 8, 2006

**Reply To:  
Orlando  
Cathy Williams**

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

**Re: Articles of Amendment to Articles of Incorporation**

Dear Sir or Madam:

Please find enclosed the original and one copy of the Articles of Amendments to Articles of Incorporation for the above-referenced corporation. Please file the original, conform the copy and return it to me in the enclosed self-addressed, stamped envelope. Also enclosed is a check in the amount of \$35.00 payable to the Secretary of State to cover the filing fee.

If you have any questions, please contact me.

Sincerely,



Cathy Williams  
Legal Assistant to C. John Christensen

/caw  
Encls.

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\* by appointment only

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF

THE SOUTH SEAS CLUB CONDOMINIUM  
ASSOCIATION, INC.

(Substantial Revision of Articles of Incorporation.  
See current Articles of Incorporation for present text.)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE I

**NAME:** The name of the corporation, herein called the "Association," is The South Seas Club Condominium Association, Inc., and its address is 1300 South Seas Plantation Road,  
Captiva Island, Florida

ARTICLE II

**DEFINITIONS:** The definitions set forth in the Declaration of Condominium, as amended, of The South Seas Club, a Condominium (hereafter, "Declaration of Condominium"), shall apply to the terms used in these Articles.

ARTICLE III

**PURPOSE AND POWERS:** The purpose for which the Association is organized as to provide an entity pursuant to the Florida Condominium and Time-Share Act for the operation of The South Seas Club, a Condominium, located in Lee County, Florida. The Association is organized and shall exist upon a non-stock basis as a Florida corporation not for profit. No portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, director or officer. For the accomplishment of its purposes, the Association shall have all the common law and statutory powers and duties of a corporation not for profit except as limited or modified by these Articles, the Declaration of Condominium or The Florida Condominium or Time-Share Acts, including but not limited to the following:

- (A) To make and collect regular and special Assessments against Members of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of Assessments in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Condominium Property and Association Property, including easement areas, drainage facilities, ditches, retention

and detention ponds, landscape buffers, wetland mitigation areas, preservation easements, and recreational facilities, all for the benefit of the Owners of the Unit Weeks in the Condominium.

- (C) All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in the trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.
- (D) The Association shall make no distribution of income to its members, directors or officers.
- (E) To purchase insurance upon the Condominium Property and Association Property for the protection of the Association and its Members.
- (F) To reconstruct improvements after casualty, and to make further improvements of the Property as authorized by Section 721.13(8), Florida Statutes (2004).
- (G) To make, amend and enforce reasonable rules and regulations governing the use of Units, Common Elements, Limited Common Elements, Association Property, and the operation of the Association, as further set forth in the Bylaws.
- (H) To enforce the provisions of the Condominium and Time-Share Acts, the Declaration of Condominium, these Articles, the Bylaws and Rules and Regulations of the Association.
- (I) To contract for the management and maintenance of the Condominium Property, Association Property, and easement areas, including but not limited to all drainage facilities, ditches, retention and detention ponds, and wetlands mitigation areas. As contemplated by the Time-Share Act, management and maintenance personnel or contractors may assist the Association in carrying out its powers and duties by performing such functions as authorized by contract, and therefore become part of the "Managing Entity"; provided however, the Association and its officers and directors shall retain at all times the powers and duties specifically required by the Declaration of Condominium or the Condominium or Time-Share Acts to be exercised by the Board of Directors or the Membership of the Association, including but not limited to, the making and levy of Assessments, promulgation of rules and regulations, and execution of contracts on behalf of the Association.
- (J) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (K) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities contiguous to the lands of the Condominium, if intended to provide enjoyment, recreation, or other use or benefit to the Unit Week Owners.

- (L) To borrow money if necessary to perform its functions hereunder, in accordance with the Bylaws.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

#### ARTICLE IV

##### **MEMBERSHIP:**

- (A) The Members of the Association shall consist of all record Owners of a fee simple interest in one or more Unit Weeks in the Condominium, as further provided in the Bylaws.
- (B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Unit or Unit Week.
- (C) The Owners of each Unit Week, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.

#### ARTICLE V

**TERM:** The term of the Association shall be perpetual.

#### ARTICLE VI

**BYLAWS:** The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

#### ARTICLE VII

##### **DIRECTORS AND OFFICERS:**

- (A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws. All Directors shall be Members of the Association, or Officers of corporate members of the Association.

- (B) All Directors of the Association shall be elected by the Members in the manner 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.
- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board.

## **ARTICLE VIII**

**AMENDMENTS:** Amendments to these Articles shall be proposed and adopted in the following manner:

- (A) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
- (B) A resolution for the adoption of a proposed amendment may be proposed either by a majority of a quorum of the Board of Directors or by not less than twenty (20%) percent of the voting interests of the Association.
- (C) Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if: it is approved by a majority of those voting interests voting, in person or by proxy, at any duly convened annual or special membership meeting; or, in writing, if it is approved by a majority of all voting interests without a meeting; provided that, notice of any proposed amendment has been given to the Members of the Association, and that the notice contains the text of the proposed amendment.
- (D) An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Lee County, Florida.

## **ARTICLE IX**

**TERM:** The Association shall have perpetual existence.

## **ARTICLE X**

**INDEMNIFICATION:**

- (A) 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 is or was a Director, officer or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him 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 did not act in good faith, nor in a manner 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, that he had reasonable cause to believe his 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 conduct was unlawful.

- (B) Expenses. 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 X(A) above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- (C) 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, or committee member to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article X, or as otherwise permitted by law.
- (D) 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 Bylaw, 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.
- (E) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article. Notwithstanding anything in this Article X to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

**ARTICLES OF AMENDMENT**  
**OF**  
**ARTICLES OF INCORPORATION**  
**OF THE**  
**THE SOUTH SEAS CLUB CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED Officers of THE SOUTH SEAS CLUB CONDOMINIUM ASSOCIATION, INC., the not-for-profit Florida corporation organized and existing to operate and maintain THE SOUTH SEAS CLUB, A CONDOMINIUM, according to the Declaration of Condominium thereof as originally recorded in O.R. Book 1480, Page 970, et. seq., of the Public Records of Lee County, Florida, as amended, hereby certify that the adoption of the attached Amended and Restated Articles of Incorporation was approved by not less than the entire Board of Directors, and of a majority of the entire Association membership, at a duly convened membership meeting held April 25, 2006. The original Articles of Incorporation for the Association, recorded in O.R. Book 1480, Pages 1015, et. seq., of the Public Records of Lee County, are hereby replaced with the attached Amended and Restated Articles of Incorporation. The undersigned certify that the Amended and Restated Articles of Incorporation were proposed and adopted in accordance with the condominium documentation, and applicable law. The number of votes was sufficient for adoption.

Executed this 1st day of August, 2006.

Signed, sealed and delivered  
in the presence of witnesses:

THE SOUTH SEAS CLUB  
CONDOMINIUM ASSOCIATION, INC.

Harry Guggs  
Print HARRY GUGGS  
Elean Jane Nees  
Print ELEAN JANE NEES

By: Stanley Barton, President  
Address 9208 Willowcrest Court  
Fort Myers, FL 33908

This Instrument Prepared By:  
C. JOHN CHRISTENSEN, ESQ.  
Becker & Poliakoff, P.A.  
2500 Maitland Center Parkway, Suite 209  
Maitland, FL 32751



ATTEST:

Harry Gregg  
Print HARRY GREGG  
Elva Jane Nees  
Print ELVA Jane NEES

W. M. Thackara  
By: W. M. Thackara, Secretary  
Address 170 Deer Run Drive  
Shelburne, VT 05482-7653

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF LEE )

BEFORE ME, the undersigned authority, personally appeared STANLEY BARTON, and W. M. THACKARA, to me personally known to be the President and Secretary, respectively, of THE SOUTH SEAS CLUB CONDOMINIUM ASSOCIATION, INC., or having produced NA as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

WITNESS my hand and official Seal in the State and County last aforesaid, this 1st day of August, 2006.

Cynthia K. Glasenapp  
Notary Public, State of Florida at Large.  
Printed Name: CYNTHIA K. GLASENAPP  
My Commission Expires: Sept. 17, 2008



Cynthia K. Glasenapp  
Commission #DD343044  
Expires: Sep 17, 2008  
Bonded Thru  
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Attachments