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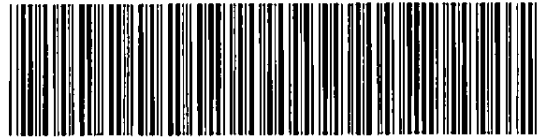
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SECRETARY OF STATE
TALLAHASSEE, FL 32310

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: La Mer Condominium Phase II Association, Inc.

DOCUMENT NUMBER: 754588

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

C. Douglas Vitunac, Esq.
(Name of Contact Person)

Collins Brown Barkett, Chartered
(Firm/ Company)

756 Beachland Boulevard
(Address)

Vero Beach, Florida 32963
(City/ State and Zip Code)

Dvitunac@verolaw.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Ava Arnold at (772) 231-4343
(Name of Contact Person) (Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed) |
|---|--|---|--|

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

Street Address
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

PREPARED BY AND RETURN TO:
C. Douglas Vitunac
Collins Brown Barkett, Chartered
756 Beachland Boulevard
Vero Beach, Florida 32963

FILED
2023 MAR 15 PM 5:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

LA MER CONDOMINIUM PHASE II ASSOCIATION, INC.

We, the undersigned, for the purpose of forming a not-for-profit corporation in accordance with the laws of the State of Florida, and following a vote of at least two-thirds of the Membership interests of the Association, and at least two-thirds of the directors of the Association, acknowledge and file these Articles of Incorporation with the Florida Secretary of State, Division of Corporations.

1. NAME: The name of the corporation is LA MER CONDOMINIUM PHASE II ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Amended and Restated Declaration of Condominium as "Declaration," these Amended and Restated Articles of Incorporation as "Articles," and the Amended and Restated Bylaws of the Association as the "Bylaws."

2. PRINCIPAL OFFICE: The principal street address and mailing address shall be for the present at A.R. Choice Management, Inc., 100 Vista Royale Boulevard, Vero Beach, FL 32962, and thereafter may be located at any place designated by the Board.

3. PURPOSE: The purpose for which the Association is organized is to manage, operate, and maintain the condominium known as the La Mer Condominium Phase II, a Condominium. The Condominium shall be operated on a not-for-profit basis for the mutual use, benefit, enjoyment, and advantage of the Owners and Residents of the Condominium; to make such improvements, additions, and alterations to the Condominium as may be necessary or desirable from time to time as authorized by the Declaration and the Bylaws of the Association; to purchase and own real or personal property; and to conduct and transact all business necessary and proper in the management, operation, and maintenance of the Condominium, all as agents of the Owners of the individual Condominium Units.

4. DEFINITIONS: The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of the Condominium, to be recorded in the Public Records of Indian River County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

5. POWERS: The powers of the Association shall include and be governed by the following:

5.1. GENERAL: The Association shall have all of the common-law and statutory powers of a not-for-profit corporation under the laws of Florida that are not in conflict with the provisions of these Articles or of the Condominium Act.

5.2. ENUMERATION: The Association shall have all the powers and duties set forth in the Condominium Act, as amended from time to time, except as limited by the Declaration of Condominium, as amended from time to time; these Articles, as amended from time to time; and the Bylaws, as amended from time to time, including but not limited to the following:

5.2.1. To make and collect assessments and other charges against Members as Unit Owners and to use the proceeds thereof in the exercise of its powers and duties;

5.2.2. To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Condominium;

5.2.3. To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property, Association Property, or any other property acquired or leased by the Association for use by Unit Owners;

5.2.4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, and Members as Unit Owners;

5.2.5. To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Condominium Property; for the health, comfort, safety, and welfare of the Unit Owners; and for the administration of the Association;

5.2.6. To approve or disapprove the leasing, transfer, ownership, possession and use of Units as may be provided by the Declaration;

5.2.7. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Condominium Property and Association Property;

5.2.8. To contract for the management and maintenance of the Condominium Property and to authorize a management to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records enforcement of rules, and maintenance, repair and replacement of the Common elements using funds made available by the Association. The Association and its Officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the levy of assessments, promulgation of rules, and execution of contracts on behalf of the Association;

5.2.9. To employ personnel to perform the services required for proper operation of the Condominium and the Association; and

5.2.10. To make contracts and incur liabilities, borrow money at rates of interest as the Association may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, or income.

5.3. CONDOMINIUM PROPERTY: All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

5.4. DISTRIBUTION OF INCOME: The Association shall make no distribution of income to its Members, Directors, or Officers.

5.5. LIMITATION: The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

6. MEMBERS: The Members of the Association shall consist of all of the record Unit Owners in the Condominium, and after termination of the Condominium, shall consist of those who were Members at the time of the termination and their successors and assigns.

6.1. ASSIGNMENT: 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 Unit for which that share is held.

6.2. VOTING: On all matters upon which the Membership shall be entitled to vote, each Unit shall have one indivisible vote, which vote shall be exercised or cast in the manner provided by the Governing Documents. Any person or entity owning more than one Unit shall be entitled to the corresponding vote for each Unit owned, subject to the procedure contained in the Condominium Documents. If a Unit is owned by a corporation, trust, or other business entity, or owned jointly by more than one Person, then the Unit Owner or Owners may designate a voting representative by submitting a voting certificate to the Secretary of the Association. If more than one ballot is cast on behalf of any Unit on any given matter, and one of the ballots cast is by a voting representative has been designated by the Unit Owner or Owners, then only the vote of the voting representative shall be counted. If more than one ballot is cast on behalf of any Unit on any given matter, and a voting representative has not been designated or the voting representative has not cast a ballot, if the ballots are identical then one of the ballots shall be counted, but if the votes are in disagreement then none of the ballots for the respective Unit shall be counted on the matter voted upon.

6.3. MEETINGS: The Bylaws shall provide for an annual meeting of Members and shall provide for regular and special meetings of Members other than the annual meeting.

7. TERM OF EXISTENCE: The Association shall have perpetual existence.

8. 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 the first Board meeting following the annual meeting. Officers shall serve at the pleasure of the Board of

Directors. The Bylaws may provide for the removal of Officers, for filling vacancies, and for the duties of the Officers.

9. DIRECTORS:

9.1. NUMBER AND QUALIFICATION: The property, business, and affairs of the Association shall be managed by a Board consisting of the number of Director seats determined by the Bylaws, but which shall consist of not less than three Director seats. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a Vice President, assistant treasurer, an assistant secretary and such other offices as in its judgment may be necessary. Any person may hold more than one office, provided that the offices of President and Secretary shall not be held by the same person.

9.2. DUTIES AND POWERS: All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required.

9.3. ELECTION; REMOVAL: Directors of the Association shall be elected at the annual meeting of 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.

10. INDEMNIFICATION:

10.1. 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, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director or Officer of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding 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 or in a manner he or she reasonably believed to be not in, or 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, lawsuit, or proceeding by judgment, order, settlement, conviction or upon plea or nolo contendere, or its equivalent shall not, of itself create a presumption that the person did not act in good faith or did act in a manner that he or she reasonably believed to be not in, or 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 that his or her conduct was unlawful. The Association shall have the power, but not the duty, to indemnify any employee or agent of the Association for claims arising as a result of that person's or entity's status as employee or agent of the Association.

10.2. EXPENSES: To the extent that a Director or Officer has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in Section 10.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense.

10.3. ADVANCES: Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of any undertaking by or on behalf of the affected Director or Officer 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 10.

10.4. MISCELLANEOUS: The indemnification provided by this Article shall not be deemed exclusive or any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Member, or otherwise, and shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs and personal representatives of that person.

10.5. 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, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her 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.

10.6. AMENDMENT: Anything contrary herein notwithstanding, the provision of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

11. BYLAWS: The Bylaws of this Corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

12. AMENDMENTS: These Articles may be amended in the following manner:

12.1. PROPOSAL OF AMENDMENTS: An amendment may be proposed by either a majority of the Directors or by 66 2/3 % of the entire Voting Interests.

12.2. PROPOSED AMENDMENT FORMAT: Proposals to amend existing Articles shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be struck through. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, **"SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER FOR PRESENT TEXT."**

12.3. NOTICE: Copies of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

12.4. ADOPTION OF AMENDMENTS: A resolution for the adoption of a proposed amendment may be adopted by a vote of 66 2/3% of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of 66 2/3% of the entire Voting Interests. Amendments correcting errors, omissions, or scrivener's errors may be executed by the Officers of the Association, upon Board approval, without need for Association Membership vote.

12.5. EFFECTIVE DATE: An amendment when adopted shall become effective after being recorded in the Indian River County Public Records according to law and filed with the Secretary of State according to law.

12.6. PROVISIO: No amendment shall change the configuration of any Unit or the share in the common elements appurtenant to it, or increase the Owner's share of the common expenses unless the record Owner of the Unit concerned and all record owners of the mortgages on such apartment shall join in the execution of the amendment, and all other Unit Owners approve the amendment.


13. REGISTERED AGENT: The name and address of the registered agent is:

A.R. Choice Management, Inc.
100 Vista Royale Boulevard
Vero Beach, FL 32962.

The registered agent may be changed without amendment of these Articles.

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

LA MER CONDOMINIUM PHASE II ASSOCIATION, INC., a Florida not for profit corporation.

By: 
Print: DAVID JOHNSTON
Its: President

(CORPORATE SEAL)

IN WITNESS WHEREOF, La Mer Condominium Phase II Association, Inc. has caused this certificate to be executed in its name on this 30th day of November, 2022.

LA MER CONDOMINIUM PHASE II ASSOCIATION, INC., a Florida not for profit corporation

(Seal)

By: [Signature]
David Johnston, President

Attest
By: [Signature]
Elam Lantz, Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of November, 2022, by David Johnston, as President, of La Mer Condominium Phase II Association, Inc., a Florida not for profit corporation, who is personally known to me or has produced _____ as identification.



AVA MARIE ARNOLD
Commission # HH 047770
Expires September 29, 2024
Bonded Thru Budget Notary Services

[Signature]
Print: Ava Arnold
Notary Public, State of Florida
Serial No. HH 047770

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of November, 2022, by Elam Lantz, as Secretary, of La Mer Condominium Phase II Association, Inc., a Florida not for profit corporation, who is personally known to me or has produced a Florida Diver license as identification.



AVA MARIE ARNOLD
Commission # HH 047770
Expires September 29, 2024
Bonded Thru Budget Notary Services

[Signature]
Print: Ava Arnold
Notary Public, State of Florida
Serial No. HH 047770