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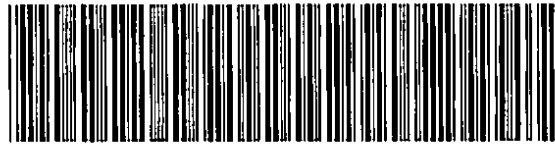
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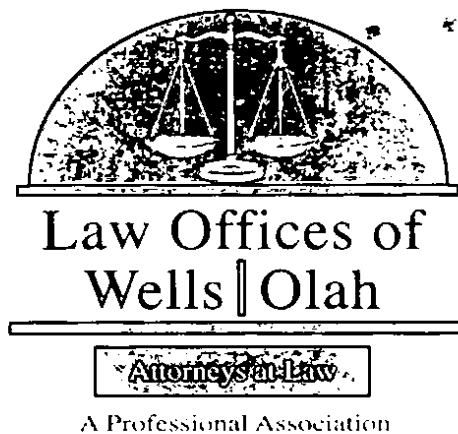
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R. WHITE
JAN 08 2018

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.

December 29, 2017

Florida Secretary of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Via Certified mail

Re: Certificate of Amendment
Bay Hollow Condominium Association, Inc.

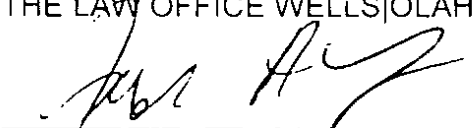
Dear Sir or Madam:

Please file the enclosed original Amendments to the Articles of Incorporation for the above-referenced corporation. Also enclosed is a check no. 2719 in the amount of \$43.75 for the filing fee and certified copy fee.

As always, it remains a privilege to work with you.

Very truly yours,

THE LAW OFFICE WELLS|OLAH, P.A.



Joseph A. Gugino, Esq.
jgugino@kevinwellspa.com

JAG/ke

cc: Mr. Keith Wilking, Manager

Prepared by and return to:
Joseph A. Gugino, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 368-9191 (Telephone)
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18 JAN -5 AM 11:10
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

**AMENDMENTS TO
ARTICLES OF INCORPORATION**

**BAY HOLLOW CONDOMINIUM ASSOCIATION, INC.
A Florida Not For Profit Corporation**

We hereby certify that the attached amendments to the Articles of Incorporation of BAY HOLLOW CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida corporation not-for-profit, were adopted by the affirmative vote of not less than seventy-five percent of the members as required by Article 3 of the Articles of Incorporation, at the Special Membership Meeting of the Association held on November 2, 2017. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and by Florida law.

DATED this 7th day of December, 2017.

Signed, sealed and delivered:
in the presence of:

**BAY HOLLOW CONDOMINIUM
ASSOCIATION, INC.**

sign Kourtnei Dalton

print Kourtnei Dalton

sign KEITH C. WILKING

print KEITH C. WILKING

sign KEITH C. WILKING

print KEITH C. WILKING

sign Kourtnei Dalton

print Kourtnei Dalton

By: Judy Y. Stahle
Judy Y. Stahle, President

Attest: Linda Barrett
Linda Barrett, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7 day of December, 2017, by Judy Y. Stahle as President of Bay Hollow Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

My commission expires: 9/29/19

NOTARY PUBLIC



JANET YOUNG
MY COMMISSION # FF 922452
EXPIRES: September 29, 2019
Bonded Thru Budget Notary Services

sign Janet Young
print JANET Young
State of Florida at Large (Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7 day of December, 2017, by Linda Barrett as Secretary of Bay Hollow Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

My commission expires: 9/29/19

NOTARY PUBLIC



JANET YOUNG
MY COMMISSION # FF 922452
EXPIRES: September 29, 2019
Bonded Thru Budget Notary Services

sign Janet Young
print JANET Young
State of Florida at Large (Seal)

**ARTICLES OF INCORPORATION
OF
BAY HOLLOW CONDOMINIUM ASSOCIATION, INC.**

A corporation not for profit under the laws of the State of Florida

[Additions are indicated by underline; deletions by ~~strike throughs~~]

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

The members of **BAY HOLLOW CONDOMINIUM ASSOCIATION, INC.** located in Manatee County, Florida, adopt these Amended and Restated Articles of Incorporation. The original Articles of Incorporation were filed with the Office of the Secretary of State on November 6, 1980. The original Declaration of Condominium of **BAY HOLLOW, A CONDOMINIUM** was recorded at Official Records Book 1010, Page 487 *et seq.* of the Public Records of Manatee County, Florida.

ARTICLE 1.

Name, Address and Registered Agent

1.1 **Name.** The name of the corporation shall be **BAY HOLLOW CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit. For convenience, the corporation shall be herein referred to as the "Association". The Association's principal address is 8602-8746 54th Avenue West, Bradenton, Florida 34210. The Association's Board of Directors may change the principal address of the Association from time to time as provided by law.

1.2 **Address and Registered Agent.** The street address of the initial registered office of the association is 6400 Manatee Avenue W., Bradenton, Florida 34209 ~~2041 Main Street, Sarasota, Florida, 33577,~~ and the name of the Association's initial registered agent at such address is Holmes Beach Property Management, LLC, Michael L. Foreman. The Association's Board of Directors may change the registered agent and registered office from time to time as permitted by law.

ARTICLE 2.

Purpose

2.1 **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111(1) of the Condominium Act for the maintenance, operation and management of **BAY HOLLOW, A CONDOMINIUM** (herein the "Condominium"), located in Manatee County, Florida.

2.2 **Distribution of Income.** The Association shall make no distribution of income to and no dividend shall be paid to its members, directors, or officers.

- 2.3 **No Shares of Stock.** The Association shall not have or issue shares of stocks.

ARTICLE 3.

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 and the powers and duties of an association as set forth in 718.111, Florida Statutes (1979) and those set forth in the Declaration of Condominium and Bylaws, if not inconsistent with Chapter 718, Florida Statutes (1979), "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, including all the powers and duties reasonably necessary to maintain, manage, and operate the Condominium pursuant to such Declaration of Condominium and as it may be amended from time to time, including but not limited to the following:

- a) To make and collect assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium.
- b) To use the proceeds of assessments in the exercise of its powers and duties.
- c) To maintain, repair, replace and operate the Condominium property.
- d) To purchase insurance upon the Condominium property and insurance for the protection of the Association, directors & officers liability insurance, umbrella insurance, and insurance for the protection of the Association and its members as Unit Owners.
- e) To repair and reconstruct improvements after casualty and further improve the condominium property and Association property.
- f) To make and amend reasonable rules and regulations respecting the use of all the property in the Condominium; provided, however, that all such rules and regulations and amendments thereto shall be approved by not less than a majority of 75% of the votes of the entire voting interests membership of the Association (that is, 21 of the 40 voting interests) before the same shall become effective.
- g) To approve or disapprove the sale, transfer, lease, mortgage, occupation and ownership of Units in the Condominium.
- h) To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium, these Articles of Incorporation, Bylaws of the Association and the regulations for use of the property of the Condominium.
- i) To contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act,

including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

- j) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
- k) To employ personnel to perform the services required for proper operation of the Condominium.
- l) To acquire or enter into (prior or subsequent to the recording of the Declaration of Condominium) agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use of benefit of the Unit Owners, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof.

3.3 **Assets Held in Trust.** All funds and 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 of Condominium, these Articles of Incorporation and the Bylaws of the Association.

3.4 **Limitation on the Exercise of Powers.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws of the Association.

3.5 **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 provisions of Section 718.1265, Florida Statutes, and Sections 617.0207 and 617.0303, Florida Statutes, all as amended from time to time. For purposes of this Section 3.5 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 Board meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including publication, telephone, radio, United States mail, email, the Internet, public service announcements, and conspicuous posting on the condominium property or any other means the Board deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this Section. The directors in attendance at such a Board meeting (if more than one (1) director) shall constitute a quorum.

b) Cancel and reschedule any Association Board, membership or committee meeting.

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 office or designate alternative principal offices.

e) Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

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 air conditioners.

g) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the condominium property unavailable for entry or occupancy by unit owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

h) Require the evacuation of the condominium property in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any unit owner or other occupant of the Condominium fail or refuse to evacuate the condominium property where the Board has required evacuation, the Association shall be immune from 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, 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 the resident or owner, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the condominium property, even if the unit owner is obligated by the Declaration or law to insure or replace those fixtures and to remove personal property from a Unit.

k) Contract, on behalf of any unit owner or owners, for items or services for which the owners are otherwise individually responsible for, but which are necessary to prevent further damage to the condominium property. In such event, the unit owner or owners on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its assessment and claim of lien authority provided by Section 718.116, Florida Statutes and in the Declaration of Condominium to enforce collection of the charges. Without limitation, such items or services may include the drying of units, the boarding or other enclosure of broken or damaged windows, sliding glass doors, exterior doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the units or other portions of the Condominium Property.

l) Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration of Condominium, Articles of Incorporation, or Association Bylaws, the Association's Board of Directors may levy one or more special assessments without a vote of the owners.

m) Without unit owners' 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 Declaration of Condominium, Articles of Incorporation, or Association Bylaws.

n) Corporate action taken in good faith to meet the emergency needs of the Association or its unit owners 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. An officer, director, or employee acting in good faith and in accordance with this Section is only liable for willful misconduct.

The special powers authorized above in this Article 3.5 shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the unit owners and the unit owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the condominium property.

ARTICLE 4.

Members.

4.1 **Members.** The Members of the Association shall consist of all of the record Owners of Units in the Condominium from time to time, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 **Change of Membership.** After receiving any approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, of 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 automatically becomes a member of the Association and the membership of the prior owner is 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 an appurtenance to the member's Unit.

4.4 **Voting.** Each Unit shall be entitled to one vote. The exact number of votes to be cast by Owners of a Unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5.

Directors

~~5.1) — **Developer's Right to Control Association and Board of Directors.** The Developer of the Condominium, during the development and sales period of the Condominium, shall have and hereby reserves the absolute right and authority to manage and control the Association and its affairs and decisions and the exclusive right to elect or appoint all directors of the Association (who need not be Unit Owners), subject, however, to the statutory formula set out at Paragraph 5.3) hereafter which shall govern~~

~~the transfer of control from the Developer to Unit Owners other than the Developer. During the period the Developer is in control of the Association, the directors shall exercise all rights, powers and privileges that would otherwise be exercisable by the members. The Developer may, at its option, at any time in writing waive its right to control the Association and turn over control to the Unit Owners, who must then accept such turnover of control.~~

5.1 **Board of Directors and Election of Directors.** The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors provided by the Bylaws, ~~but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.~~ Directors, ~~other than those elected or appointed by Developer, must be members of the Association.~~ The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Vacancies on the Board of Board of Directors shall be filled in the manner provided by the Bylaws of the Association and Directors may be removed as provided for in the Condominium Act.

~~5.3) First Election of Directors. The Directors herein named within these Articles shall serve until the first election of Directors by the membership. Vacancies in this first initial Board of Directors occurring before Unit Owners other than the Developer named in the Declaration of Condominium own 15% or more of the Unites to be ultimately operated by this corporation shall be filled by the Developer. Within sixty (60) days after the Unit Owners other than the Developer own 15% or more of the Units within the Condominium that will be operated ultimately by this Association, Unit Owners other than the Developer shall be entitled to elect no less than one third (1/3) if the members of the Board of Administration of this Association at a meeting of the members of the corporation called for that purpose. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration of this Association three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or three (3) months after 90% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or when all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the Units have been conveyed to purchases and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first, within sixty (60) days thereafter, the Unit Owners, other than the Developer, shall elect a majority of the Directors of this Association. The Developer shall be entitled to elect at least one (1) member of the Board of Administration of this Association as long as the Developer shall hold for sale in the ordinary course of business at least 5% of the Condominium Units within the Condominium operated by the Association. Vacancies in Unit owner directorships occurring before the organization meeting of the Units Owners shall be filled in the same manner as hereinabove provided. For purpose of this Article, the number of Units to be operated ultimately by the Association is 40 Units.~~

~~5.4) First Board of Directors. The names and addresses of the members of the first Board of Directors who shall office until their successors are elected and have been qualified, or until removed, are as follows:~~

<u>Name</u>	<u>Address</u>
Charles R. Chastain	5307 Bay State Road

Palmetto, Florida 33564

Christopher Waters

8607 50th Avenue West
Bradenton, Florida 33507

Meredith McNevin

4853 Independence Drive
Bradenton, Florida 33507

~~5.5) — Organizational Meeting. The operation, administration and control of this Association and the Condominium shall be turned over to the members at the organizational meeting of the members to be held at the time as prescribed by law hereinabove within Paragraph 5.3). Notice of the organizational meeting shall be given by the Secretary of the Association not less than thirty (30) days and not more than forty (40) days before the meeting. The meeting shall be conducted by the President or Vice President. Member Directors shall be elected at that meeting. Immediately following the organizational meeting of the membership the newly elected Board of Directors shall convene to elect officers. Until the time set forth within the Bylaws following this organizational meeting, no annual meeting of the membership shall be held.~~

5.2 **Board of Directors.** The Board of Directors shall manage the affairs of the Association. The Bylaws shall state the number of Directors. A Director must fulfill all requirements of eligibility provided in the Declaration of Condominium, Bylaws, these Articles and by law. A Director has a fiduciary duty to the members and to the Association.

5.3 **Election of Directors.** The membership shall elect Directors at the annual meetings of the members, in the manner determined by the Association Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association Bylaws and according to the Condominium Act.

ARTICLE 6.

Officers

6.1 **Officers.** The affairs of the Association shall be administered by a President, one (1) or more Vice Presidents, a Secretary and a Treasurer and such other offices as may be designated in the Bylaws of the Association. The officers shall be elected by the Board of Directors at its annual meeting which shall immediately follow the annual meeting of the members of the Association corporation 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 and elected by the Board of Directors are as follows:~~

<u>Name</u>	<u>Office</u>	<u>Address</u>
Charles R. Chastain	President	5307 Bay State Road Palmetto, Florida 33564

Christopher Waters

Vice-President

8607-50th Avenue West
Bradenton, Florida 33507

Meredith McNevin

Secretary/Treasurer

4853 Independence Drive
Bradenton, Florida 33507

Both Directors and officers may lawfully and properly exercise the power set forth in Article 3, particularly those set forth in Sections 3.2) h), i), j) and k), notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the person with whom the corporation enters in to such agreements or own some or all of the proprietary interests in the entity or entities with whom the Association enters into such agreements. Disclosure of such agreements by setting forth the same within the Declaration of Condominium as initially declared or subsequently re-declared or amended shall stand as an absolute confirmation of such agreements and the valid exercise by the Directors and officers of this corporation of the power pertinent thereto.

6.2 Election of Officers. The Association officers shall manage the affairs and operation of the Association as directed by the Board of Directors. The Board of Directors shall elect officers at its first meeting following the annual meeting of the members of the Association. Officers serve at the pleasure of the Board of Directors. Each officer has a fiduciary duty to the members and to the Association.

ARTICLE 7.

Indemnification

7.1) ~~Indemnification.~~ Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal 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 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.

~~7.2) Exculpation.~~ This Association has been formed by officers, directors and/or nominee of the Developer named within the Declaration of Condominium. No contract or other transaction between this Association and the Developer or other person or corporation shall be void or voidable because the Developer or its officers, directors and/or nominees are financially interested in either this Association or other party to the contract or transaction or both.

ARTICLE 8.

Bylaws

~~8.1) Bylaws.~~ The Bylaws of the Association may be altered, amended or repealed either by not less than seventy percent of the votes of the entire membership of the association or until the first election of Administrators by all of the members of the First Board of Administrators.

The Association Bylaws may be amended in the manner provided by the Bylaws.

ARTICLE 9.

Amendments

9.1 **Amendments.** Amendments to the Articles of Incorporation 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 a proposed amendment is considered.

b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a majority of the members of the Association. Such approval must be by at least a majority 75% of the voting interests rights of the entire membership of the Association (that is, 21 of the 40 voting interests) present at such meeting.

9.2 **Limitation on Amendments.** No amendment shall make any changes in the qualifications for membership, the voting rights of members, nor any change in Sections 2.1), 2.2), or 2.3) of Articles 2, Section 3.3) of Articles 3, or Section 5.1) of Articles 5, or Section 9.1), of Article 9, without approval in writing by all members and the joinder of all record Owners of mortgages upon the Condominium Units. No amendment shall be made that be in conflict with the Condominium Act of the State of Florida or the Declaration.

9.3 **Certification.** A copy of each amendment to these Articles shall be certified by the Secretary of State and be recorded in the Public Records of Manatee County, Florida, as an amendment to the Declaration pursuant to the requirements contained therein for amendment of the Declaration.

~~9.4 **Limitation on Right of Members to Amend.** Notwithstanding anything herein contained to the contrary, until the first election of directors by the members, amendments to these Articles of Incorporation may be proposed and adopted only by the unanimous action of the initial Board of Directors named within these Articles or their duly appointed substitutes.~~

ARTICLE 10.

Term

~~10.1) Term.~~ The term of the Association shall be perpetual unless the condominium is terminated pursuant to the provisions of the Declaration and in the event of such termination, the corporation shall be dissolved in accordance with the law.

ARTICLE 11

Subscribers (Incorporators)

11.1 **Names and Addresses.** The names and residence addresses of the original subscribers (incorporators) of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Charles R. Chastain	5307 Bay State Road, Palmetto, FL 33561
Christopher Waters	8807 50 th Avenue W., Bradenton, FL 33507
Meredith McNevin	4853 Independence Drive, Bradenton, FL 33507