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THE LAW OFFICES OF
LOBECK & HANSON

PROFESSIONAL ASSOCIATION

763118

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS

CIVIL LITIGATION

PERSONAL INJURY

FAMILY LAW

LAND USE LAW

ESTATES AND TRUSTS

May 31, 2002

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

Re: Certificate of Amendment
Hammocks Condominium Association, Section III, Inc.

Dear Sir or Madam:

600005666096--6

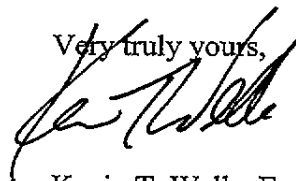
-06/03/02--01088--018

*****35.00 *****35.00

Please file the enclosed original Certificate of Amendment and attached Amended and Restated Articles of Incorporation for the above-referenced corporation. Also enclosed is a check in the amount of \$35.00 for the filing fee.

Thank you for your assistance in this matter.

Very truly yours,



Kevin T. Wells, Esquire

KTW/elk
Enclosures

FILED
02 JUN -3 PM 1:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Arstaut
T. Lewis 6/7/02

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE HAMMOCKS CONDOMINIUM ASSOCIATION, SECTION III, INC.

FILED
02 JUN -3 PM 1:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

By these Articles of Incorporation the unit owners of THE HAMMOCKS, A CONDOMINIUM, SECTION III (herein, "the Condominium"), located in Sarasota County, Florida, associate themselves as a corporation not for profit under Chapter 617, Florida Statutes. The original Articles of Incorporation were filed with the Secretary of State on May 5, 1982, Charter Number 763118, and recorded in Official Records Book 1968, Page 1551 et seq. of the Public Records of Sarasota County, Florida. The original Declaration of Condominium was recorded at Official Records Book 1551, Page 1935 et seq. of the Public Records of Sarasota County, Florida.

ARTICLE 1.
NAME AND PRINCIPAL OFFICE

The name of the corporation shall be THE HAMMOCKS CONDOMINIUM ASSOCIATION, SECTION III, INC. (herein, "the Association"). The principal office of the Association shall be located at 16 Church Street, Osprey, Florida 34229. The Association Board of Directors may change the location of the principal office of the Association from time to time as provided by law.

ARTICLE 2.
PURPOSE

2.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein, "the Condominium Act"), for the operation and management of the Condominium and to perform all acts provided in the Declaration of Condominium, the Association Bylaws, these Articles of Incorporation and the Condominium Act.

2.2 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

ARTICLE 3.
POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers and duties of a corporation not for profit and as set forth in the Condominium Act and the Florida Not for Profit Corporation Act, as amended from time to time, (Chapter 617, Florida Statutes) not in conflict with the terms of these Articles of Incorporation or the Declaration of Condominium.

3.2 Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act, the Florida Not for Profit Corporation Act, those set forth in the Declaration of Condominium and the Association Bylaws, if not inconsistent with the Condominium Act, including, but not limited to, the following:

- a. To make and collect annual and special assessments against members as unit owners to defray the expenses and losses of the Association.
- b. To use the proceeds of assessments in the exercise of its powers and duties, including but not limited to encouraging social gatherings among its members by paying, in whole or in part, for amenities such as food, beverages, entertainment, etc.
- c. To maintain, repair, replace, and operate the condominium property and the Association property.
- d. To purchase insurance upon the condominium property, Association property, and insurance for the protection of the Association and its unit owners as members.
- e. To reconstruct improvements after casualty and further improve the condominium property and Association property.
- f. To make, establish and enforce reasonable rules respecting the use and occupancy of the units and common elements of the Condominium and the Association property; provided, however, that no such rule or amendment shall conflict in any regard with the rights of unit owners provided in the Declaration of Condominium or in the Condominium Act.
- g. To approve or disapprove the transfer, mortgage, ownership and leasing of units as may be provided by the Declaration of Condominium.
- h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Association Bylaws and the Rules of the Association and to negotiate and settle all threatened or pending disputes, claims or lawsuits.
- i. To contract for the management and maintenance of the condominium property, Association property, and to authorize a management agent 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 restrictions of the Association, except such as are specifically required by the Declaration of

Condominium or a management contract to have the approval of the Board of Directors or the membership of the Association.

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

k. To acquire and enter into agreements acquiring leaseholds, memberships, easements or other possessory or use interests in land or facilities 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 or benefit of the unit owners.

l. To acquire by purchase or otherwise and to sell, mortgage and lease parcels of the Condominium, subject nevertheless to the provisions of the Declaration and Bylaws relative thereto.

m. In the event of an emergency as defined in Article 3.3 herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time.

3.3 Emergency Powers. For purposes of this Article 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 for the geographic area which includes the Condominium issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or a catastrophe, whether natural or manmade, which seriously damages, or threatens to damage seriously, the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

a. The Board of Directors may relocate the principal office or designate alternative principal offices or authorize the officers to do so;

b. The Board of Directors may name persons to serve as interim assistant officers, which assistant officers shall have the same authority as the officers to whom they are assistants during the period of emergency, to accommodate the incapacity or absence from the area of any officer of the Association;

c. The Board of Directors may hold Board meetings during an emergency with notice given only to those directors with whom it is practicable to communicate, and the notice can be given in any practicable manner. The Director or directors in attendance at such a Board meeting shall constitute a quorum; and

d. Corporate action taken in good faith to meet the emergency needs of the Association or its unit owners shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

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

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 Declaration of Condominium, these Articles and the Association Bylaws.

ARTICLE 4. MEMBERS

4.1 Members. The members of the Association shall consist of all of the record owners of units in the Condominium. After termination of the Condominium, the members shall consist of those who are members at the time of such termination, their successors and assigns.

4.2 Change of Membership. After receiving the written approval of the Association Board of Directors as required by the Declaration of Condominium, 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 title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The Board may, in its sole discretion, require a certified copy of a Deed or other instrument to be provided to it. The owner designated by such instrument thus automatically and immediately becomes a member of the Association and the membership of the prior owner is terminated simultaneously.

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 condominium Unit shall be entitled to one (1) vote at Association membership meetings, regardless of the number of owners. The manner of exercising voting rights shall be determined by the Association Bylaws. If the Association acquires title to a condominium Unit, the Association Board of Directors shall cast the vote conferred upon that Unit until it is sold by the Association.

ARTICLE 5. DIRECTORS

5.1 Board of Directors. The affairs of the corporation shall be managed by the Association Board of Directors consisting of not less than three (3) directors. The qualification, number and term

of directors shall be established in the Association Bylaws. The members of the Board of Directors have a fiduciary duty to the members of the Association.

5.2 Election of Directors. Directors of the Association shall be elected at the annual meetings of the members, in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Association Bylaws and pursuant to the Condominium Act.

ARTICLE 6. OFFICERS

The officers designated in the Association Bylaws shall administer and manage the affairs of the Association. The Board of Directors shall elect the officers at its first meeting following the annual meeting of the members of the Association in accordance with the provisions of the Association Bylaws. Officers shall serve at the pleasure of the Board of Directors.

ARTICLE 7. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and all liabilities, including counsel fees, reasonably incurred by or imposed upon the Director or officer in connection with any proceeding or any settlement of any proceeding to which that Director or officer may be a party, or in which he or she may become involved by reason of being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of an act or omission to act which is material to the cause of action and which constitutes:

- a. A violation of the criminal law. Unless the Director or officer had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe the conduct was unlawful;
- b. A transaction from which the Director or officer derived an improper personal benefit;
or
- c. Willful misconduct or a conscious disregard for the best interests of the condominium Association in a proceeding by or in the right of the condominium Association to procure a judgement in its favor or in a proceeding by or in the right of a member of the Association;

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. The Board of Directors may, in its discretion, elect to indemnify an employee against expenses and liabilities, including counsel fees,

incurred by the employee in the performance of his or her duties to the extent the Association determines appropriate.

ARTICLE 8. BYLAWS

The Bylaws of the Association shall be amended in the manner provided by the Bylaws.

ARTICLE 9. AMENDMENTS

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

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

9.2 Proposal and Adoption. An amendment may be proposed either by the Board of Directors or by not less than twenty percent (20%) of the members of the Association. Except as elsewhere provided, such approvals must be by not less than seventy-five percent (75%) of the membership and by not less than seventy-five percent (75%) of the Association Board of Directors. Alternatively, an amendment may be approved by not less than eighty percent (80%) of the unit owners.

9.3 Limitation on Amendments. No amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members. No amendment shall be made that conflicts with the Condominium Act or the Declaration of Condominium.

9.4 Certification. Each amendment to the Articles of Incorporation shall be filed with the Secretary of State and shall be recorded in the Public Records of Sarasota County, Florida.

ARTICLE 10. TERM

The term of the Association shall be perpetual, unless sooner terminated according to law.

ARTICLE 11. SUBSCRIBERS

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

NAME

ADDRESS

ROBERT H. ELLIOTT

7142 Beneva Road
Sarasota, Florida 33583

WILLIAM A. ROSS, JR.

7142 Beneva Road
Sarasota, Florida 33583

WILLIAM B. HAGER

7142 Beneva Road
Sarasota, Florida 33583

**ARTICLE 12.
REGISTERED OFFICE AND AGENT**

The registered office of the Association shall be 16 Church Street, Osprey, Florida 34229, and the registered agent of the Association at that office shall be Elizabeth Mills, The Hammocks Condo Assoc Sec III, Sec. The Association Board of Directors may change the registered office and registered agent from time to time as permitted by law.

CERTIFICATE OF AMENDMENT

**ARTICLES OF INCORPORATION
THE HAMMOCKS CONDOMINIUM ASSOCIATION, SECTION III, INC.**

We hereby certify that the attached amendments to the Articles of Incorporation of The Hammocks Condominium Association, Section III, Inc. ("the Association"), a Florida corporation not-for-profit, were duly adopted at the Annual Membership Meeting of the Association held on February 25, 2002, by the affirmative vote of not less than eighty percent (80%) of all members of the Association, which is sufficient for adoption under Article VIII and IX of the Articles of Incorporation of the Association.

DATED this 15th day of ~~March~~, 2002.

APRIL

Signed, sealed and delivered
in the presence of:

sign:

Marilyn Garrett

print:

Marilyn Garrett

sign:

Francys Hill

print:

Francys Hill

THE HAMMOCKS CONDOMINIUM
ASSOCIATION, SECTION III, INC.

By:

Iver Berry
Iver Berry, President

Signed, sealed and delivered
in the presence of:

sign:

Marilyn Garrett

print:

Marilyn Garrett

sign:

Francys Hill

Print:

Francys Hill

Attest:

Fred Wiberg
Fred Wiberg, Secretary

(Corporate Seal)

Prepared by and return to:
Kevin T. Wells, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, #403
Sarasota, Florida 34237
(941) 955-5622 telephone
(941) 951-1469 facsimile

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of April, 2002, by Iver Berry as President of The Hammocks Condominium Association, Section III, Inc., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or has produced FDL as identification.



Margaret A. Cassidy
MY COMMISSION # DD013675 EXPIRES
June 13, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

NOTARY PUBLIC

sign

print

Margaret A. Cassidy
Margaret A. Cassidy
State of Florida at Large (Seal)
My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of April, 2002, by Fred Wiberg as Secretary of The Hammocks Condominium Association, Section III, Inc., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or has produced FDL as identification.



Margaret A. Cassidy
MY COMMISSION # DD013675 EXPIRES
June 13, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

NOTARY PUBLIC

sign

print

Margaret A. Cassidy
Margaret A. Cassidy
State of Florida at Large (Seal)
My Commission expires: