

765567

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THE LAW OFFICES OF
LOBECK & HANSON

PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS

PERSONAL INJURY
FAMILY LAW
ESTATES AND TRUSTS
CRIMINAL DEFENSE
CIVIL LITIGATION

September 29, 2000

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

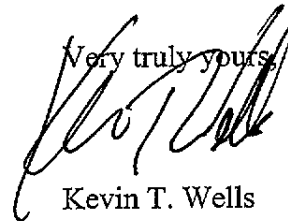
Re: Certificate of Amendment
Cordova Villas Condominium Association, Inc.

Dear Sir or Madam:

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

KTW:sl
Enclosures

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FILED
00 OCT 20 AM 9:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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T. LEWIS OCT 20 2000

DANIEL J. LOBECK

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October 18, 2000

Florida Department of State
ATTENTION: Thelma Lewis
Corporate Specialist Supervisor
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

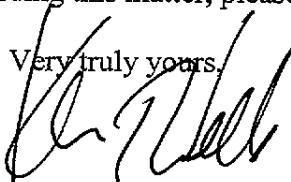
Re: Cordova Villas Condominium Association, Inc.
Ref. No: 765567
Letter No: 800A00053150

Dear Ms. Lewis:

As requested in your October 6, 2000 letter (copy attached), enclosed is a revised Certificate of Amendment and the Amended and Restated Articles of Incorporation.

If you have any questions or comments further regarding this matter, please let me know.

Very truly yours,



Kevin T. Wells, Esquire

KTW:sl
Enclosures



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

October 6, 2000

KEVIN T. WELLS, ESQ.
THE LAW OFFICES OF LOBECK & HANSON
2033 MAIN STREET, SUITE 301
SARASOTA, FL 34237

SUBJECT: CORDOVA VILLAS CONDOMINIUM ASSOCIATION, INC.
Ref. Number: 765567

We have received your document for CORDOVA VILLAS CONDOMINIUM ASSOCIATION, INC. and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The document must state that there are no members or members entitled to vote.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6905.

Thelma Lewis
Corporate Specialist Supervisor

Letter Number: 800A00053150

CERTIFICATE OF AMENDMENT
ARTICLES OF INCORPORATION
CORDOVA VILLAS CONDOMINIUM
ASSOCIATION, INC.

FILED
00 OCT 20 AM 9:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We hereby certify that the attached amendments to the Articles of Incorporation of Cordova Villas Condominium Association, Inc. were duly adopted at a meeting of the Board of Directors of Cordova Villas Condominium Association, Inc. ("the Association") held on August 28, 2000, by the affirmative vote of one hundred percent (100%) of the entire Board of Directors, pursuant to Article 12.2(c) of the Articles of Incorporation. The Declaration of Condominium of CORDOVA VILLAS, a Condominium is originally recorded at Official Records Book 1037, Page 2069, et seq. of the Public Records of Manatee County, Florida. Members of the corporation are not entitled to vote on proposed amendments to the Articles of Incorporation if approved by one hundred percent (100%) of the Board of Directors.

DATED this 5th day of Sept, 2000.

Signed, sealed and
delivered in the presence of:

sign: Tammie Avery

print: Tammie Avery

sign: James Sadler

print: James Sadler

CORDOVA VILLAS CONDOMINIUM
ASSOCIATION, INC.

By: _____

Alfredo Nudi, President

(Corporate Seal)

Signed, sealed and
delivered in the presence of:

sign: James Sadler

print: James Sadler

sign: Tammie Avery

print: Tammie Avery

By: _____

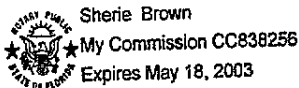
Alice Edwards

Secretary

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 5th day of Sept, 2000,
by Alfredo Nudi as President of Cordova Villas Condominium Association, Inc., a Florida
corporation, on behalf of the corporation. He is personally known to me or has produced
_____ as identification.

NOTARY PUBLIC



sign Sherie Brown
print Sherie Brown
State of Florida at Large (Seal)
My Commission expires: _____

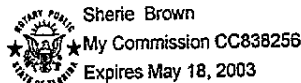
STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 5th day of Sept, 2000,
by Alice Edwards as Secretary of Cordova Villas Condominium Association, Inc.,
a Florida corporation, on behalf of the corporation. She/He is personally known to me or has
produced _____ as identification.

NOTARY PUBLIC

sign Sherie Brown
print Sherie Brown
State of FL at Large (Seal)
My Commission expires: _____

Prepared by Kevin T. Wells, Esquire
and Return to: Lobeck & Hanson, P.A.
2033 Main St., Suite 301
Sarasota, Florida 34237
(941) 955-5622



AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
CORDOVA VILLAS CONDOMINIUM ASSOCIATION, INC.**

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

By these Articles of Incorporation, the unit owners of Cordova Villas, a Condominium (herein, "the Condominium"), located in Manatee County, Florida, associate themselves as a corporation not for profit under Chapter 617, Florida Statutes. The original Articles of Incorporation of the Association were filed with the Office of Secretary of State on October 26, 1982, and were recorded at Official Records Book 1037, Page 2118 et seq. of the Public Records of Manatee County, Florida. The charter number for the corporation is 765567.

**Article 1.
NAME AND ADDRESS**

The name of this corporation shall be CORDOVA VILLAS CONDOMINIUM ASSOCIATION, INC. (herein, "the Association"). The street address of the principal office of the corporation shall be located at 6212 39th Avenue West, Bradenton, Florida. The Board of Directors of the Association may change the location of the principal office from time to time.

**Article 2.
PURPOSES**

2.1 Purposes. The purposes for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as it may be amended from time to time (herein, "the Condominium Act"), for the operation and management of the affairs and property of the Condominium known as CORDOVA VILLAS, a Condominium, located in Manatee County, Florida.

2.2 Distribution of Income. The Association shall be organized as a Florida corporation not for profit and as such it shall issue no stock and make no distribution of income to its members, directors or officers.

**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 all of the powers and duties set forth in the Condominium Act and the Declaration of Condominium, as amended from time to time, not in conflict with the terms of these Articles of Incorporation.

3.2 Specific Powers. The Association shall have all of the powers and duties set forth in

the Condominium Act and those set forth in the Declaration of Condominium of Cordova Villas, a Condominium (herein, "the Declaration") and the Association Bylaws, as those documents may be amended from time to time, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and the Condominium Act, including, but not limited to, the following:

- (a) To make and collect assessments and other charges 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.
- (c) To maintain, repair, replace and operate the condominium property, which shall include the irrevocable right of access to each Unit during reasonable hours when necessary to provide pest control services, for the maintenance, repair or replacement of any common elements or any portion of the Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or a Unit or units.
- (d) To purchase insurance upon the condominium property and insurance for the protection of the Association, its officers, directors and its members as unit owners.
- (e) To reconstruct improvements after casualty and to further improve the condominium property.
- (f) To make and amend reasonable rules regarding the use and occupancy of the units and common elements of the Condominium.
- (g) To approve or disapprove the transfer, lease, mortgage, possession and ownership of units in the 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 Association Rules.
- (i) To contract for the management and maintenance of the condominium property and to delegate to such contractor any powers and duties of the Association, except such as are specifically required by the Declaration of Condominium, these Articles of Incorporation, the Association Bylaws or by the Condominium Act to have the approval of the Association Board of Directors or the membership.
- (j) To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Condominium.
- (k) To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the

Condominium, intended to provide for the enjoyment, recreation or other use benefits of the unit owners.

(l) To purchase a Unit or units in the Condominium in accordance with the provisions of the Declaration and to hold, lease, mortgage and convey the same.

3.3 Condominium Property. All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held for the benefit and use of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Association Bylaws.

3.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency.

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, the Association Bylaws and the Condominium Act.

Article 4. MEMBERS

4.1 Membership. The members of the Association shall consist of all of the record title owners of residential units in the Condominium from time to time shown by recordation of a Deed or other instrument in the Public Records of Manatee County, Florida. After termination of the Condominium members of the Association shall consist of those who are members at the time of such termination, their successors and assigns.

4.2 Change of Membership. After receiving 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, a Deed or other instrument establishing 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 becomes a member of the Association and the membership of the prior owner is terminated.

4.3 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 a member's Unit for which that share is held.

4.4 Vote. The owner of each residential Unit shall be entitled to one (1) vote, as a member of the Association. The manner of exercising voting rights shall be determined by the Declaration of Condominium, these Articles and the Association Bylaws.

Article 5. DIRECTORS

5.1 Board of Directors. The affairs of the Association shall be managed by the Board of Directors, who shall be elected and serve in accordance with the Association Bylaws, but in no event consisting of less than three (3) directors. A Director must fulfill all requirements of eligibility provided in the Association Bylaws and in the Declaration of Condominium.

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

Article 6. OFFICERS

The affairs of the Association shall be administered by the officers designated in the Association Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

Article 7. INDEMNIFICATION

7.1 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, suit or proceedings, whether civil, criminal, administrative or investigative, by reasons of the fact the he is or was a Director, employee, officer or agent 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.

7.2 Expenses. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.1 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.

7.3 Advances. Expenses incurred in defending a civil or criminal action, suite 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, employee or agent 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 7, or as otherwise permitted by law.

7.4 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.

7.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, 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 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 7 to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

7.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 7 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

Article 8. BYLAWS

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

(b) An amendment may be proposed either by the Board of Directors or by not less than one-third (1/3) of the unit owners.

(c) Except as elsewhere provided, approval of a proposed amendment to these Articles must be by an affirmative vote of not less than two-thirds (2/3) of the unit

owners present in person and by proxy and voting at a membership meeting called in whole or in part for that purpose or by not less than one hundred percent (100%) of the entire Board of Directors.

9.2 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Articles 3.3, 3.4 or 3.5 of Article 3, entitled "Powers", without the approval in writing of all unit owners and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act, the Declaration or the Bylaws. No amendment shall be made to this Article 9.2.

9.3 Certification. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Manatee County, Florida.

Article 10. TERM

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

Article 11. INITIAL SUBSCRIBERS

The names and addresses of the initial subscribers to the original Articles of Incorporation were:

<u>Name</u>	<u>Address</u>
John R. Schwab	5594 Beneva Woods Circle Sarasota, Florida 33583
J. Phelps Walker, Jr.	8097 Alderwood Drive Sarasota, Florida 33580
Bonnie A. Hanely	8306 Rex Lane Sarasota, Florida 33580

Article 12. REGISTERED OFFICE AND AGENT

The registered office of the Association, until otherwise determined by the Board of Directors, shall be 4301 32nd Street West, A-19, Bradenton, Florida 34205 and the registered agent of the Association at that office, until otherwise determined by the Board of Directors, shall be C&S Condominium Management Services, Inc.