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Fax Audit No.

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
RENAISSANCE I ASSOCIATION, INC.  
DOCUMENT NUMBER N00000006899

FILED STATE  
SECRETARY OF CORPORATIONS  
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Pursuant to Section 617.1007, Florida Statutes, the Corporation desires to amend and restate its Articles of Incorporation, the original Articles having been filed with the Department of the State of Florida on October 17, 2000, under Document Number N00000006899.

1. The name of this Corporation is Renaissance I Association, Inc.
2. The date of the adoption of the attached Amended and Restated Articles of Incorporation was the 15<sup>th</sup> day of December, 2011.
3. The Articles of Incorporation were Amended and Restated as the attached Amended and Restated Articles of Incorporation of Renaissance I Association, Inc., and the attached Amended and Restated Articles of Incorporation supersede the original articles of Incorporation and all amendments.
4. Membership approval is required for amendments to the Articles of Incorporation. Pursuant to Article 9 of the Articles of Incorporation, the attached Amended and Restated Articles of Incorporation were adopted by not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the voting interests of the entire membership. The Amended and Restated Articles of Incorporation were proposed and adopted pursuant to Section 617.1002, Florida Statutes, and in accordance with the Association's governing documents.

IN WITNESS WHEREOF, the undersigned authorized officer of the Association signed this certificate adopting the Amended and Restated Articles of Incorporation on this 4th day of January, 2012.

Signed, sealed and delivered  
in the presence of:

Renaissance I Association, Inc.  
a Florida not-for-profit corporation

Print Name: Thomas Richardson

Print Name: Lisa Dagley

By: [Signature]  
Print Name: Janet J. Skaja, As its President

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**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF RENAISSANCE I ASSOCIATION, INC**  
a corporation not for profit under the laws of the State of Florida

These are the Amended and Restated Articles of Incorporation of Renaissance I Association, Inc. The Original Articles of Incorporation for this corporation, formed as a not for profit corporation under Chapter 617, Florida Statutes, were filed with the Florida Department of State on October 17, 2000, as Document Number N00000006899. The Declaration of Condominium of Renaissance I, a Condominium, the condominium administered and operated by this corporation, was recorded in the Official Records of Sarasota County as Instrument #2001000167, on January 2, 2001.

**ARTICLE 1**

**Name, Address and Registered Agent**

1.1 **Name and Address.** The name of the corporation shall be RENAISSANCE I ASSOCIATION, INC., a corporation not for profit (The corporation is referred to in these Articles as the "Association".) The principal business address of the Association is 2180 West State Road 434, Longwood, FL, 32779. Such address may be changed from time to time by the Board of Directors.

1.2 **Registered Agent.** The street address of the initial registered office of the Association is 2180 West State Road 434, Longwood, FL, 32779. The name of the Association's registered agent at such address is James Hart. The Agent may be changed from time to time by the Board of Directors.

**ARTICLE 2**

**Purpose**

2.1 **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, as it exists on the date hereof for the management, operation, maintenance, repair and replacement of RENAISSANCE I, a Condominium (herein the "Condominium"), a condominium project located in the City of Sarasota, Sarasota County, Florida, and the Condominium Property.

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 stock.

**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 under Florida law not in conflict with the terms of these Articles of Incorporation or the Florida Condominium Act.

3.2 **Specific Powers.** The Association shall have all of the powers and duties of an association set forth in the Florida Condominium Act and all of the powers and duties reasonably necessary to manage, operate, maintain, repair and replace the Condominium pursuant to the Declaration of Condominium for the Condominium, as it may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments (regular, special and emergency) against members as Unit owners to defray the costs, expenses and losses incurred in the management, maintenance, operation, repair and replacement of the Condominium Property and property and facilities serving the Condominium whether located within or without the Condominium and Association property.

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- (b) To collect from Unit Owners the monthly charges for water and sewer service to the Units as part of the regular assessments or as otherwise required by the Declaration.
- (c) To use the proceeds of assessments in the exercise of its powers and duties.
- (d) To charge interest and late charges on delinquent or past due assessments and to accelerate the assessments of a member delinquent in payment of any installment of assessments for Common Expenses.
- (e) To charge a use fee to Unit Owners for the temporary exclusive use of designated Association Property or certain designated portions of the Common Elements.
- (f) To require as a condition to the letting or renting of a Unit a security deposit to protect against damages to the Common Elements and/or Association Property.
- (g) To acquire, own, maintain, manage, repair, replace and operate the Condominium Property and all other property, improvements and facilities serving the Condominium or its Unit Owner members, whether located within or without the Condominium, including the maintenance, repair and replacement of drainage facilities serving the Condominium and Association Property.
- (h) To purchase insurance upon the Condominium Property and Association Property, including without limitation property casualty, windstorm and flood insurance, liability insurance for the protection of the Association and its members as Unit Owners, and directors and officers liability insurance for those persons acting as directors and officers of the Association and to purchase fidelity bonds for those persons handling Association funds.
- (i) To administer rentals of Units for the convenience of the Unit Owners unless otherwise prohibited by law or unless registration is required by law.
- (j) To make and amend reasonable Rules and Regulations respecting the use and occupancy of the Condominium Property and Association Property and for the health, comfort, safety, convenience and welfare of the Unit Owners. All such Rules and Regulations and amendments thereto shall be approved by the Board of Directors of the Association.
- (k) To approve or disapprove the transfer, lease, mortgage and ownership of Units in the condominium.
- (l) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association and the Rules and Regulations for use of the Condominium Property.
- (m) To contract for the management of the Condominium with third party contractors and to delegate to such contractor all powers and duties of the Association, except as such are specifically required by the Declaration of Condominium or the Florida Condominium Act to have the approval of Directors or the members of the Association.
- (n) To contract for the management or operation of all the portions of the Common Elements susceptible to separate management or operation.
- (o) To employ personnel to perform the services required for proper management, maintenance, repair, replacement, security and operation of the condominium, including a resident manager.
- (p) To acquire or enter into agreements whereby the Association acquires leaseholds, memberships or other possessory or use interest in real and personal property, whether or not contiguous, intended to provide for the enjoyment, recreation or other use or benefit of the Unit

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Owners, to declare expenses in connection therewith to be Common Expenses, and to adopt covenants and restrictions relating to the use thereof and to operate under a fictitious name.

(q) To purchase and own Units in the Condominium, including a Unit to house a resident manager, if any, and to acquire and hold, lease, mortgage and convey the same, subject however, to the provisions of the Declaration and Bylaws relative thereto.

(r) To obtain loans to provide funds for operating, maintaining, repairing, replacing and improving the Condominium and Association Property and to pledge the income of the Association from assessments against Unit Owners as security for such loans.

(s) To act as the Condominium's sole and exclusive agent for and to hold the exclusive and irrevocable proxy and authority to act for and vote in behalf of all Unit Owners in the Condominium with respect to all matters and affairs of or involving the Rosemary Place Master Association, Inc., a non-profit Florida corporation the mixed use development within which the Condominium is located.

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 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.

#### 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 Termination and Change of Membership. Membership shall terminate automatically and immediately as a member's vested present interest in the title to the Unit terminates. 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 Sarasota County, Florida, of a deed or other instrument establishing a change of record title to a Unit and the delivery to the Association of a copy of such recorded instrument. The Owner(s) designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior Owner(s) 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 a percentage voting interest (Voting Interest) depending on the unit, which shall be cast by its owners as members of the Association. There shall be a maximum total of 100% Voting Interests in the Association. The exact manner of exercising voting rights shall be determined by the Bylaws of the Association, and the exact total percentage Voting Interest allocable to each Unit shall be determined by the recorded Declaration of Condominium of Renaissance I, a Condominium, as it may be amended from time to time. The present Voting Interests for each Unit are set forth in the Declaration.

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**ARTICLE 5**  
**Directors**

**5.1 Board of Directors.** The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors. The exact number of directors and their terms of service shall be as set forth in the Bylaws.

**5.2 Election of Directors.** 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. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws of the Association.

**ARTICLE 6**  
**Officers**

**6.1 Officers.** The affairs of the Association shall be administered by a President, Vice President, Secretary and Treasurer and such other officers as may be designated in Bylaws of the Association. The officers shall serve at the pleasure of the Board of Directors. The Directors and Officers may lawfully and properly exercise the powers set forth in Article 3 notwithstanding the fact that some or all of them who may be 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 persons with whom the Association enters into such agreements or who 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 in the Declaration of Condominium as initially declared or subsequently amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the directors and officers of this Association of the powers pertinent thereto.

**ARTICLE 7**  
**Indemnification of Directors and Officers**

**7.1 Indemnity.** The Association shall indemnify any person who was or is a part or is threatened to be made a part to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, employee, officer or agent of the Association, against all liabilities and expenses (including actual attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her 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 or she did not act in good faith, nor in a manner he or she 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 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, suit or proceeding 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 or her 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 Article 7.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified by the Association against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

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7.3 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, employee or agent 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 7.

7.4 Miscellaneous. The indemnification provided by this Agreement 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 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, general partnership, trust or other enterprise, against any liability asserted against him and incurred by him 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.

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

8.1 Bylaws. The Bylaws of the Association shall be adopted by the Board of Directors of the Association and may be altered, amended or rescinded in certain instances by the Board of Directors and in certain instances by the membership in the manner provided by the Bylaws.

#### ARTICLE 9 Amendments

9.1 Amendments. Unless otherwise provided herein, 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 to be considered.
- (b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Amendments to the Articles of Incorporation must be approved by not less than a majority of the voting interests cast at a meeting by owners present in person or by proxy, at which a quorum is present.
- (c) A copy of each amendment shall be certified by the Florida Secretary of State and filed with the Secretary of State and shall be recorded in the Public Records of Sarasota County, Florida.

9.2 Limitation on Amendments. No amendments shall make any changes in the qualifications for membership nor the voting rights of members, nor make any change in Sections 3.2, 4.4, Article 7, this Section 9.2 or Section 11.1 without approval in writing by all members and the joinder of all record owners of mortgages upon all or any portion of the Condominium. No amendment shall be made that is in conflict with the Florida Condominium Act of the State of Florida or the Declaration of Condominium.

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#### 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 Association shall be dissolved in accordance with the law. If the Association is so dissolved, any property of the Association or the Condominium consisting of the surface water management system shall be conveyed to an appropriate agency of local government and if not accepted, then the surface water management system shall be dedicated to a similar not-for-profit corporation.

#### ARTICLE 11

##### Restriction Upon Commencement of Litigation

11.1 Restriction. Notwithstanding anything contained herein, or within the Bylaws of this Association to the contrary, the Association shall be required to obtain the approval of at least two-thirds (2/3rds) of all Unit Owners prior to the employment or retaining of and payment of legal or other fees to persons or entities engaged by the Association for the purposes of suing or making, preparing or investigating any lawsuit or commencing any lawsuit other than for the following purposes:

- (a) The collection of assessments against members as Unit Owners;
- (b) The collection of other charges and fees which Unit Owners are obligated to pay pursuant to the Declaration of Condominium, these Articles and/or the Bylaws and/or Rule and Regulation of the Association;
- (c) The enforcement of the use and occupancy restrictions contained within the Declaration of Condominium and other condominium documents, including but not limited to the Rules and Regulations, including but not limited to those against tenants and guests; or
- (d) An emergency where awaiting to obtain the approval of the required number of Unit Owners would create a substantial risk of irreparable injury and harm to the Association, the Condominium Property, and/or the Association Property, if any, or any portion thereof.

Any such approval shall be obtained at a meeting duly called and the notice for which shall specifically state its purpose. A quorum for the purposes of such meeting shall be the presence of at least two-thirds (2/3rds) of the Voting Interests of the Association, either in person or by limited proxy.

#### ARTICLE 12

##### Definitions

12.1 Definitions. The terms used in these Articles shall have the same definitions and meaning as set forth in the Declaration of Condominium unless herein provided to the contrary or unless the context otherwise requires.

#### ARTICLE 13

##### Subscribers (Incorporators)

13.1 Name and Address. The name and address of the subscriber (incorporator) of these Articles of Incorporation is as follows:

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Jan. 18. 2012 3:47PM

Najmy Thompson P.L.

No. 0035 P. 9

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Name

Address

Michael J. Furen

Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.  
2033 Main Street, Suite 800  
Sarasota, FL 34237

CERTIFICATE OF AMENDMENT

The undersigned officers of the Renaissance I Association, Inc., a Florida not-for-profit corporation, hereby certify that these Amended and Restated Articles of Incorporation of Renaissance I Association, Inc., were approved and adopted by the requisite number of owners in the Condominium. The undersigned further certify that the document was adopted in accordance with the condominium documents and applicable law.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 4th day of January, 2012.

WITNESSES TO PRESIDENT'S  
SIGNATURE

RENAISSANCE I ASSOCIATION, INC.

1.

Print Name: Thomas Richardson

By:

[Signature]  
James J. Hart as its President

2.

Print Name: Lisa Dagley

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me this 4th day of January, 2012 by Donald J. Seal as President of Renaissance I Association, Inc. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida

My Commission Expires:



ACCEPTANCE OF REGISTERED AGENT

Pursuant to Article 1 of the Amended and Restated Articles of Incorporation of Renaissance I Association, Inc., the registered agent for the corporation shall be James Hart, at the address of 2180 West State Road 434, Longwood, FL 32779, unless otherwise determined by the Board of Directors.

I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation.

[Signature]  
James Hart

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