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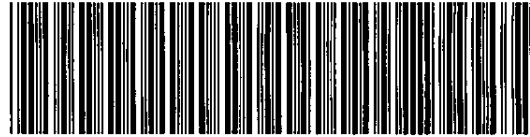
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: THE ENCLAVE AT PALMIRA OWNERS ASSOCIATION, INC.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Steven J. Adamczyk, Esq.

(Contact Person)

Goede, Adamczyk & DeBoest, PLLC

(Firm/Company)

8950 Fontana Del Sol Way, Suite 100

(Address)

Naples, Florida 34109

(City/State and Zip Code)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

For further information concerning this matter, please call:

Steven J. Adamczyk, Esq.

(Name of Contact Person)

At (239) 687-3936

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314



www.GAD-Law.com

A full service firm serving South Florida

Steven J. Adamczyk
Steven R. Braten
Stanley A. Bunner, Jr.
Brian O. Cross
Richard D. DeBoest, II
John C. Goede
Cary J. Goggin
Jason R. Himschoot
Harris B. Katz
Randy Nurkir

Christopher O'Connell
Megan E. Richards
S. Kyla Thomson
Christopher J. Thornton
Ari S. Tryson

October 30, 2014

Via Certified Mail, RRR

Amendment Section
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

**Re: Articles of Merger - The Enclave at Palmira Owner's Association, Inc. f/k/a
The Enclave at Palmira Neighborhood Association, Inc., Document
No. N01000006624**

Dear Sir or Madam:

This Firm has the pleasure of representing The Enclave at Palmira Neighborhood Association, Inc., to be known as The Enclave at Palmira Owner's Association, Inc. Please find enclosed the Articles of Merger as pertaining to the surviving corporation, The Enclave at Palmira Neighborhood Association, Inc., to be known as The Enclave at Palmira Owner's Association, Inc. in to which the following corporations shall merge:

The Enclave at Palmira I Condominium Association, Inc., a Florida not for profit corporation
The Enclave at Palmira II Condominium Association, Inc., a Florida not for profit corporation
The Enclave at Palmira III Condominium Association, Inc., a Florida not for profit corporation
The Enclave at Palmira IV Condominium Association, Inc., a Florida not for profit corporation
The Enclave at Palmira V Condominium Association, Inc., a Florida not for profit corporation
The Enclave at Palmira VI Condominium Association, Inc., a Florida not for profit corporation
The Enclave at Palmira VII Condominium Association, Inc., a Florida not for profit corporation

The adopted and executed Plan of Merger is also enclosed herewith for process. Also included is Check No. 10226 to your order in the sum of \$280.00 representing the filing fee to process the Articles.

Please process the enclosed amendment in your usual manner. Upon completion, correspondence may be returned to our Firm to: Goede, Adamczyk & DeBoest, PLLC, 8950

8950 Fontana Del Sol Way Ste 100
Naples, Florida 34109
239.331.5100 Phone
239-331-5101 Fax

8200 Northwest 33rd Street Ste 303
Miami, Florida 33122
239.331.5100 Phone
786-294-6002 Fax

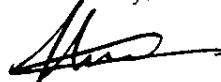
2030 McGregor Boulevard
Fort Myers, Florida 33901
239.333.2992 Phone
239-333-2999 Fax

500 Gulf Stream Boulevard Ste 104
Delray Beach, Florida 33483
561-270-3291 Phone
888-202-1679 Fax

Fontana Del Sol Way, Suite 100, Naples, Florida 34109. Please do not hesitate to contact me, or my Paralegal, Laura, at 239-687-3936 with any questions.

Thank you for your attention to this matter.

Sincerely,



Steven J. Adamczyk

SJA/lc

Enclosures

CC: Client



FLORIDA DEPARTMENT OF STATE
Division of Corporations

November 24, 2014

STEVEN J ADAMCZYK
GOEDE, ADAMCZYK & DEBOEST, PLLC
8950 FONTANA DEL SOL WAY, SUITE 100
NAPLES, FL 34109

SUBJECT: THE ENCLAVE AT PALMIRA OWNERS ASSOCIATION, INC.
Ref. Number: N01000006624

We have received your document for THE ENCLAVE AT PALMIRA OWNERS ASSOCIATION, INC. and your check(s) totaling \$280.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

In the Articles of Merger in section 5 it states that there is an Exhibit B attached. There is no attachment.

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) 245-6050.

Diane Cushing
Senior Section Administrator

Letter Number: 014A00024926

ARTICLES OF MERGER

OF

**THE ENCLAVE AT PALMIRA I
CONDOMINIUM ASSOCIATION, INC.**
N01 - 8939

**THE ENCLAVE AT PALMIRA II
CONDOMINIUM ASSOCIATION, INC.**
N03 - 264

**THE ENCLAVE AT PALMIRA III
CONDOMINIUM ASSOCIATION, INC.**
N03 - 3406

**THE ENCLAVE AT PALMIRA IV
CONDOMINIUM ASSOCIATION, INC.**
N04 - 8947

**THE ENCLAVE AT PALMIRA V
CONDOMINIUM ASSOCIATION, INC.**
N04 - 8930

**THE ENCLAVE AT PALMIRA VI
CONDOMINIUM ASSOCIATION, INC.**
N05 - 8154

**THE ENCLAVE AT PALMIRA VII
CONDOMINIUM ASSOCIATION, INC.**
N05 - 11923

**THE ENCLAVE AT PALMIRA
NEIGHBORHOOD ASSOCIATION, INC.**
N01 - 6624

Pursuant to Florida Statutes section 617.051 through 617.1103, the undersigned corporations affirm and adopt the following:

1. The Plan of Merger of Enclave at Palmira Neighborhood Association, Inc., Enclave at Palmira I Condominium Association, Inc., Enclave at Palmira II Condominium Association, Inc., Enclave at Palmira III Condominium Association, Inc., Enclave at Palmira IV Condominium Association, Inc., Enclave at Palmira V Condominium Association, Inc., Enclave at Palmira VI Condominium Association, Inc., and Enclave at Palmira VII Condominium Association, Inc., all Florida not for profit corporation, has been duly approved as follows:
 - (a) By unanimous approval of the Board of Directors of Enclave at Palmira Neighborhood Association, Inc. at a meeting held on July 29, 2014, and by the necessary voting interests of the membership of Enclave at Palmira Neighborhood Association, Inc. at a duly noticed membership meeting on the 16th day of October, 2014.
 - (b) By unanimous approval of the Board of Directors of Enclave at Palmira I Condominium Association, Inc. at a meeting held on July 21, 2014, and by the necessary Voting Interests of the membership of Enclave at Palmira I Condominium Association, Inc. at a duly notice membership meeting on the 16th day of October, 2014.
 - (c) By unanimous approval of the Board of Directors of Enclave at Palmira II Condominium Association, Inc. at a meeting held on July 21, 2014, and by the necessary Voting Interests of the membership of Enclave at Palmira II Condominium Association, Inc. at a duly noticed membership meeting on the 16th day of October, 2014.
 - (d) By unanimous approval of the Board of Directors of Enclave at Palmira III Condominium Association, Inc. at a meeting held on July 21, 2014, and by the necessary Voting Interests of the membership of Enclave at Palmira III

Condominium Association, Inc. at a duly noticed membership meeting on the 16th day of October, 2014.

- (e) By unanimous approval of the Board of Directors of Enclave at Palmira IV Condominium Association, Inc. at a meeting held on July 9, 2014, and by the necessary Voting Interests of the membership of Enclave at Palmira IV Condominium Association, Inc. at a duly noticed membership meeting on the 16th day of October, 2014.
 - (f) By unanimous approval of the Board of Directors of Enclave at Palmira V Condominium Association, Inc. at a meeting held on July 14, 2014, and by the necessary Voting Interests of the membership of Enclave at Palmira V Condominium Association, Inc. at a duly noticed membership meeting on the 16th day of October, 2014.
 - (g) By unanimous approval of the Board of Directors of Enclave at Palmira VI Condominium Association, Inc. at a meeting held on July 14, 2014, and by the necessary Voting Interests of the membership of Enclave at Palmira VI Condominium Association, Inc. at a duly noticed membership meeting on the 16th day of October, 2014.
 - (h) By unanimous approval of the Board of Directors of Enclave at Palmira VII Condominium Association, Inc. at a meeting held on July 14, 2014, and by the necessary Voting Interests of the membership of Enclave at Palmira VII Condominium Association, Inc. at a duly noticed membership meeting on the 16th day of October, 2014.
2. The surviving corporation shall be Enclave at Palmira Neighborhood Association, Inc., a Florida not for profit corporation, the name of which shall be amended to Enclave at Palmira Owners Association, Inc.
 3. The merging corporations shall be Enclave at Palmira I Condominium Association, Inc., Enclave at Palmira II Condominium Association, Inc., Enclave at Palmira III Condominium Association, Inc., Enclave at Palmira IV Condominium Association, Inc., Enclave at Palmira V Condominium Association, Inc., Enclave at Palmira VI Condominium Association, Inc., and Enclave at Palmira VII Condominium Association, Inc., all Florida not for profit corporations.
 4. The Plan of Merger adopted by the surviving corporation and merging corporations is attached hereto as Exhibit "A" and incorporated by reference.
 5. The Articles of Incorporation of the surviving corporation are the Amended and Restated Articles of Incorporation attached hereto as Exhibit "B", and shall be the Articles of Incorporation of the surviving corporation.
 6. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

THE ENCLAVE AT PALMIRA I
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: ROX LEON ECCARD
Its: PRESIDENT
Dated this 16 day of OCT, 2014

THE ENCLAVE AT PALMIRA V
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: NANCY POMPOSILLO
Its: President
Dated this 19 day of OCTOBER, 2014

THE ENCLAVE AT PALMIRA II
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: B. Richard Vogen
Its: President
Dated this 17 day of October, 2014

THE ENCLAVE AT PALMIRA VI
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: HARVEY KUMIN
Its: President
Dated this 21 day of OCTOBER, 2014

THE ENCLAVE AT PALMIRA III
CONDOMINIUM ASSOCIATION, INC.
A Florida not for profit corporation,

By: [Signature]
Printed Name: W.D. KAUFMAN
Its: President
Dated this 16 day of OCT, 2014

THE ENCLAVE AT PALMIRA VII
CONDOMINIUM ASSOCIATION, INC.
A Florida not for profit corporation,

By: [Signature]
Printed Name: KATHRYN THOMSON
Its: President
Dated this 16 day of OCT, 2014

THE ENCLAVE AT PALMIRA IV
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: Douglas A. Rothwell
Its: President
Dated this 16 day of October, 2014

THE ENCLAVE AT PALMIRA
NEIGHBORHOOD ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: Dei McCoy
Its: President
Dated this 16 day of October, 2014

FILED
14 NOV 25 PM 4:20
CLERK OF DISTRICT COURT
JANUARY 1, 2015

PLAN OF MERGER

**THE ENCLAVE AT PALMIRA I
CONDOMINIUM ASSOCIATION, INC.**

**THE ENCLAVE AT PALMIRA V
CONDOMINIUM ASSOCIATION, INC.**

**THE ENCLAVE AT PALMIRA II
CONDOMINIUM ASSOCIATION, INC.**

**THE ENCLAVE AT PALMIRA VI
CONDOMINIUM ASSOCIATION, INC.**

**THE ENCLAVE AT PALMIRA III
CONDOMINIUM ASSOCIATION, INC.**

**THE ENCLAVE AT PALMIRA VII
CONDOMINIUM ASSOCIATION, INC.**

**THE ENCLAVE AT PALMIRA IV
CONDOMINIUM ASSOCIATION, INC.**

**THE ENCLAVE AT PALMIRA
NEIGHBORHOOD ASSOCIATION, INC.**

WHEREAS, The Enclave at Palmira I Condominium Association, Inc., a Florida corporation not-for-profit, is the corporate entity responsible for the operation, management and maintenance of certain common condominium facilities serving the The Enclave at Palmira I, a Condominium, as more particularly described in the Declaration of Condominium of The Enclave at Palmira I, a Condominium, recorded at Official Records Book 3656 Page 4580, of the Public Records of Lee County, Florida; and

WHEREAS, The Enclave at Palmira II Condominium Association, Inc., a Florida corporation not-for-profit, is the corporate entity responsible for the operation, management and maintenance of certain recreational and other common condominium facilities serving the The Enclave at Palmira II, a Condominium, as more particularly described in the Declaration of Condominium of The Enclave at Palmira II, a Condominium, recorded at Official Records Book 3819, Page 0549, of the Public Records of Lee County, Florida; and

WHEREAS, The Enclave at Palmira III Condominium Association, Inc., a Florida corporation not-for-profit, is the corporate entity responsible for the operation, management and maintenance of certain recreational and other common condominium facilities serving the The Enclave at Palmira III, a Condominium, as more particularly described in the Declaration of Condominium of The Enclave at Palmira III, a Condominium, recorded at Official Records Book 4049 Page 3434 , of the Public Records of Lee County, Florida; and

WHEREAS, The Enclave at Palmira IV Condominium Association, Inc., a Florida corporation not-for-profit, is the corporate entity responsible for the operation, management and maintenance of certain recreational and other common condominium facilities serving the The Enclave at Palmira IV, a Condominium, as more particularly described in the Declaration of Condominium of The Enclave at Palmira IV, a Condominium, recorded at Official Records Book 4443 Page 4579, of the Public Records of Lee County, Florida; and

WHEREAS, The Enclave at Palmira V Condominium Association, Inc., a Florida corporation not-for-profit, is the corporate entity responsible for the operation, management and maintenance of certain recreational and other common condominium facilities serving the The

Enclave at Palmira V, a Condominium, as more particularly described in the Declaration of Condominium of The Enclave at Palmira V, a Condominium, recorded at Official Records Book 4604 Page 3064, of the Public Records of Lee County, Florida; and

WHEREAS, The Enclave at Palmira VI Condominium Association, Inc., a Florida corporation not-for-profit, is the corporate entity responsible for the operation, management and maintenance of certain recreational and other common condominium facilities serving the The Enclave at Palmira VI, a Condominium, as more particularly described in the Declaration of Condominium of The Enclave at Palmira VI, a Condominium, recorded at Official Records Book 4841 Page 1413, of the Public Records of Lee County, Florida; and

WHEREAS, The Enclave at Palmira VII Condominium Association, Inc., a Florida corporation not-for-profit, is the corporate entity responsible for the operation, management and maintenance of certain recreational and other common condominium facilities serving the The Enclave at Palmira VII, a Condominium, as more particularly described in the Declaration of Condominium of The Enclave at Palmira VII, a Condominium, recorded at Instrument Number 2005000146443, of the Public Records of Lee County, Florida; and

WHEREAS, The Enclave at Palmira Neighborhood Association, Inc., a Florida corporation not-for-profit, is the corporate entity responsible for the operation, management and maintenance of certain recreation and other common facilities and landscaped areas serving The Enclave at Palmira, a neighborhood located in the planned residential community known as Palmira Golf and Country Club in Lee County, Florida, as more particularly described in the Declaration of Covenants, Conditions and Restrictions for The Enclave at Palmira recorded at Official Records Book 3501 Page 1150, of the Public Records of Lee County, Florida.

WHEREAS, the Boards of Directors of the above-named corporations have met and determined that simplicity and economy of operation of the condominiums and the communities will be enhanced by the merger of the aforementioned corporations into a single operating entity.

THEREFORE BE IT RESOLVED that pursuant to Florida Statutes sections 617.1101 through 617.1103, the following plan of merger is hereby adopted.

1. The following not-for-profit corporations shall be the **MERGING CORPORATIONS**:

- a) The Enclave at Palmira I Condominium Association, Inc.;
- b) The Enclave at Palmira II Condominium Association, Inc.;
- c) The Enclave at Palmira III Condominium Association, Inc.;
- d) The Enclave at Palmira IV Condominium Association, Inc.;
- e) The Enclave at Palmira V Condominium Association, Inc.;
- f) The Enclave at Palmira VI Condominium Association, Inc.; and
- g) The Enclave at Palmira VII Condominium Association, Inc.;

The following not-for-profit corporation shall be the **SURVIVING CORPORATION**:

- a) The Enclave at Palmira Owners Association, Inc.

2. Subsequent to the merger, the following corporations shall be subject to the Articles of Incorporation and By-Laws of The Enclave at Palmira Owners Association, Inc., as amended:
 - a) The Enclave at Palmira I Condominium Association, Inc.;
 - b) The Enclave at Palmira II Condominium Association, Inc.;
 - c) The Enclave at Palmira III Condominium Association, Inc.;
 - d) The Enclave at Palmira IV Condominium Association, Inc.;
 - e) The Enclave at Palmira V Condominium Association, Inc.;
 - f) The Enclave at Palmira VI Condominium Association, Inc.; and
 - g) The Enclave at Palmira VII Condominium Association, Inc.;
3. The Enclave at Palmira Owners Association, Inc. shall, upon the merger, assume all the powers, rights, duties, assets and liabilities of:
 - a) The Enclave at Palmira I Condominium Association, Inc.;
 - b) The Enclave at Palmira II Condominium Association, Inc.;
 - c) The Enclave at Palmira III Condominium Association, Inc.;
 - d) The Enclave at Palmira IV Condominium Association, Inc.;
 - e) The Enclave at Palmira V Condominium Association, Inc.;
 - f) The Enclave at Palmira VI Condominium Association, Inc.; and
 - g) The Enclave at Palmira VII Condominium Association, Inc.;
4. Following the adoption of the Plan of Merger, the Surviving Corporation shall amend its Articles of Incorporation and cause the name of the corporation to be changed to "The Enclave at Palmira Owners Association, Inc., a Florida not for profit corporation."
5. The adoption of this plan of merger shall not be construed as a consolidation of the Condominiums and the communities operated by the merging corporations;
6. The merging corporations and the surviving corporation acknowledge that each corporation is governed by Florida Statutes Chapter 718, and specifically Florida Statutes section 718.112(f) which requires each condominium subject to this Plan of Merger to maintain reserves accounts for capital expenditures and deferred maintenance as required by F.S. 718.112(f). The surviving corporation and merging corporation acknowledge and consent that the reserve accounts and common surplus enjoyed by each condominium shall be maintained and exist for the sole ownership of the kept separate. Further, any common surplus enjoyed by a condominium shall remain an asset of the respective members of said condominium and of the respective merging corporation.
7. This Plan of Merger shall become effective upon the approval of the Boards of Directors and membership of each merging corporation and the surviving corporation, pursuant to Florida Statutes section 617.1103, the adoption of the necessary amendments to the Condominium documents attached hereto and the filing of the Articles of Merger with the Florida Department of State pursuant to Florida Statutes section 617.1105.

THE ENCLAVE AT PALMIRA I
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: DEBRA E. LEINER
Its: PRES
Dated this 21 day of July, 2014

THE ENCLAVE AT PALMIRA V
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: NANCY P. HPOSELL
Its: President
Dated this 11 day of July, 2014

THE ENCLAVE AT PALMIRA II
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: B. Richard Vogen
Its: President
Dated this 22 day of July, 2014

THE ENCLAVE AT PALMIRA VI
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: Carol Wallman
Its: Secretary / Treasurer
Dated this 14 day of July, 2014

THE ENCLAVE AT PALMIRA III
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: W. D. KAUFMAN
Its: President
Dated this 11 day of July, 2014

THE ENCLAVE AT PALMIRA VII
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: Kathryn Thomson
Its: President
Dated this 17 day of July, 2014

THE ENCLAVE AT PALMIRA IV
CONDOMINIUM ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: Douglas A. Rothwell
Its: PRESIDENT
Dated this 9th day of July, 2014

THE ENCLAVE AT PALMIRA
NEIGHBORHOOD ASSOCIATION, INC.,
A Florida not for profit corporation,

By: [Signature]
Printed Name: Del M. Co
Its: President
Dated this 29 day of July, 2014



AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

ENCLAVE AT PALMIRA OWNERS ASSOCIATION, INC.

f/k/a

ENCLAVE AT PALMIRA NEIGHBORHOOD ASSOCIATION, INC.

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation for Enclave at Palmira Owners Association, Inc., a Florida corporation not for profit, which was originally incorporated under the name Enclave at Palmira Neighborhood Association, Inc., on September 18, 2001, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Chapter 617 and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation shall henceforth be as follows:

All capitalized terms used but not otherwise defined herein will have the meaning set forth in that certain Declaration of Covenants, Conditions and Restrictions for The Enclave at Palmira recorded at Official Records Book 3501 Page 1150 of the Public Records of Lee County, Florida, as amended (the "Declaration").

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is Enclave at Palmira Owners Association, Inc., and its address is 28614 San Lucas Lane, Bonita Springs, Florida 34135.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as a multi-condominium association for the operation of the condominium known as Enclave at Palmira, located in Lee County, Florida, and each Condominium within Palmira as set forth in the Association's Governing Documents.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earning of the Association shall be distributed or inure to the private benefit of any member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida and of a condominium association under the Florida Condominium Act, except as expressly limited or modified by these Articles, Governing Documents, the Condominium Documents; and it shall have all of the powers and duties reasonably necessary to operate the Common Areas and each Condominium governed by it pursuant to the Association's Governing Documents and the

Condominium Documents as they may hereafter be amended, including but not limited to the following:

(A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Common Areas and the Condominium Property and Association Property.

(C) To purchase insurance for the protection of the Association and its members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements of the condominium property.

(E) To make, amend and enforce reasonable Rules and Regulations governing the operation of the Association and the use, maintenance, occupancy, alteration, transfer and appearance of Units, Common Elements and Limited Common Elements, subject to any limits set forth in the Governing Documents of the Association and each Condominium.

(F) To approve or disapprove the transfer, leasing and occupancy of units, as provided in the Governing Documents and the Condominium Documents.

(G) To enforce the provisions of the Condominium Act, the Declaration, the Condominium Documents, these Articles, the Bylaws and any Rules and Regulations of the Association.

(H) To contract for the management and maintenance of the Association Property, the Condominiums, and the Condominium Property, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Governing Documents or the Condominium Documents to be exercised by the Board of Directors or the membership of the Association.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Association.

(J) To borrow money, in the sole discretion of the Board, as necessary to perform its other functions hereunder, and from time to time without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills or exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, by means of a mortgage, pledge conveyance or assignment in trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.

(K) To grant, modify or move any easement in the manner provided in the Governing Documents and the Condominium Documents.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Governing Documents and Condominium Documents.

ARTICLE III

MEMBERSHIP:

(A) The members of the Association shall be the record owners of a fee simple interest in one or more units in the Condominiums, as further provided in the Bylaws.

(B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his unit.

(C) The Owners of each unit, collectively, shall be entitled to one (1) vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

BYLAWS: The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but in no event less than three (3) Directors.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) **Proposal.** Amendments to these Articles may be proposed by a majority of the Board or by a written petition to the Board, signed by at least one-fourth (1/4th) of the Voting Interests of the Association.

(B) **Procedure.** Upon any amendment to these Articles being proposed by said Board or Unit Owners, such proposed amendment shall be submitted to a vote of the Unit Owners not later than the next annual meeting for which proper notice can be given.

(C) **Vote Required.** Except as otherwise provided by Florida law, a proposed amendment shall be adopted if it is approved by at least a majority (51%) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Amendments may also be approved by written consent by a majority (51%) of the total Voting Interests. The Board of Directors may amend these Articles to correct scrivener's errors or omissions, and amend and restate the Articles in order to consolidate into one document amendments previously adopted by the members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting (with adoption of the amendments set forth on the agenda).

(D) **Effective Date.** An amendment shall become effective upon filing with the Secretary of State and recording a Certificate of Amendment in the Public Records of Lee County, Florida, with the formalities required by the Condominium Act.

ARTICLE VIII

INDEMNIFICATION.

(A) **Indemnity.** The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or 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 (ii) such court also determines specifically 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 conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

(B) Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section (A) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

(C) 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 proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article VIII.

(D) Miscellaneous. The indemnification provided by this Article VIII 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, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(E) 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 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.

(F) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article VIII may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.