

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: RUBICON POINTE CONDOMINIUM ASSOCIATION, INC.

DOCUMENT NUMBER: N05000007782

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jane Yeager Cheffy
(Name of Contact Person)

Jane Yeager Cheffy
(Firm/ Company)

2375 Tamiami Trail North Suite 310
(Address)

NAPles, Florida 34103
(City/ State and Zip Code)

For further information concerning this matter, please call:

Jane Yeager Cheffy at (239) 263-1130
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- \$35 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

*****Check in the amount of \$43.75 was retained by the State**

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

RECEIVED
06 JUN 26 AM 8:00
DIVISION OF CORPORATIONS



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 7, 2006

JANE YEAGER CHEFFY
2375 TAMiami TR N #310
NAPLES, FL 34103

SUBJECT: RUBICON POINTE CONDOMINIUM ASSOCIATION, INC.
Ref. Number: N05000007782

We have received your document for RUBICON POINTE CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Articles of Correction must be filed within 30 days of the file date of the document that is being corrected. As the time period for filing Articles of Correction has expired, an amendment to the articles of incorporation could be filed at this time.

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) 245-6927.

Tracy Smith
Document Specialist

Letter Number: 006A00039273

Articles of Amendment
to
Articles of Incorporation
of

RUBICON POINTE CONDOMINIUM ASSOCIATION

(Name of corporation as currently filed with the Florida Dept. of State)

N05000007782

(Document number of corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

Article II - Purpose and Powers - DELETED

Article IV - Term of Existence - DELETED

Article II - Purpose of Powers (revised) ADDED

Article IV - Term of Existence (revised) ADDED

****New Articles (revised) are attached for your reference

(Attach additional pages if necessary)

(continued)

FILED
06 JUN 26 PM 2:59
SECRETARY OF STATE
TALLAHASSEE FLORIDA

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for RUBICON POINTE CONDOMINIUM (the "Condominium"), located in Cape Coral, Lee County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act and all of the powers set forth in Chapter 617, Florida Statutes, now or hereafter in effect, these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the Condominium pursuant to the Declaration of Condominium for the Condominium, as it may be amended from time to time (the "Declaration of Condominium"), including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of repair of the Condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium, and (3) to pay all other common expenses as described in the Declaration of condominium. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the Condominium, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors of the Association (the "Board of Directors").

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate all Condominium property.

(d) To operate and maintain the surface water management facilities as permitted by the South Florida Water Management District, including all retention areas, culverts and related appurtenances;

(e) To purchase insurance upon Condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(f) To improve the Condominium property further and, after casualty, to reconstruct improvements.

(g) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of Condominium units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.

(h) To sue and be sued and to enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Condominium.

(i) To contract for the maintenance, repair, replacement and operation of any and all of the Condominium properties and to delegate to a management contractor or contractors all powers and duties of this Association.

(j) To own, purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(k) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(l) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.

(m) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(n) To select depositories for the Association funds.

(o) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(p) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(q) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(r) To enact and enforce rules and regulations concerning the use and enjoyment of the Condominium units, the common elements of the Condominium and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular Condominium unit owners).

Section 3. Any officer or director of the Association individually or any firm or corporation of which any officer or director of the Association shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence; however, if the Association is dissolved, the property consisting of the surface water management system will be conveyed to an appropriate agency of local government. If this is not accepted, then the surface water management system will be dedicated to a similar non-profit corporation.

The date of adoption of the amendment(s) was: June 3, 2006

Effective date if applicable: June 3, 2006
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signature Jane Yeager Cheffy
(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

Jane Yeager Cheffy
(Typed or printed name of person signing)

Attorney for the Incorporator
(Title of person signing)

FILING FEE: \$35