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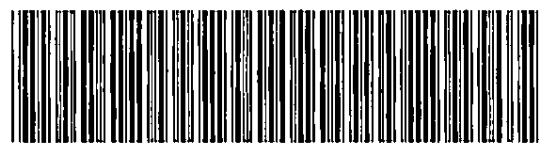
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TALLAHASSEE, FLORIDA

SEP 11 2018
S. YOUNG

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Portofino of Venice Land Condominium Association, Inc.

DOCUMENT NUMBER: N05000011133

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

Please return all correspondence concerning this matter to the following:

Michael E. Boutzoukas, Esq.

(Name of Contact Person)

Becker & Poliakoff

(Firm/ Company)

1511 N. Westshore Blvd. Suite 1000

(Address)

Tampa, FL 33607

(City/ State and Zip Code)

mboutzoukas@beckerlawyers.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael E. Boutzoukas, Esq.

813- 527-3900

at

(Name of Contact Person)

(Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- \$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)

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

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
PANACEA OF VENICE, A CONDOMINIUM INC.

FILED
18 SEP -4 AM 9:16
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

The members of Panacea of Venice, A Condominium, Inc. located in Sarasota County, Florida, adopt these Amended and Restated Articles of Incorporation (the "Articles of Incorporation"). The original Articles of Incorporation were filed with the Florida Department of State, Division of Corporations on October 31, 2005, under its former name Portofino of Venice Land Condominium Association, Inc., Document Number N05000011133. The original Declaration of Condominium for Portofino of Venice Land Condominium was recorded in the Official Records of Sarasota County, Florida at Instrument # 2005281485 on December 22, 2005.

1. NAME OF CORPORATION AND PRINCIPAL ADDRESS.

The name of the corporation shall be Panacea of Venice, A Condominium, Inc. (the "Association"). The principal address shall be 4131 Gunn Highway, Tampa, Florida 33618. The Association's Board of Directors may change the location of the principal address from time to time.

2. PURPOSES.

2.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), for the operation of Panacea of Venice, A Condominium (the "Condominium"), upon land situated in Sarasota County, Florida.

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

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, not in conflict with the terms of these Articles of Incorporation, the Amended and Restated Bylaws of Panacea of Venice, A Condominium, Inc. (the "Bylaws"), the Amended and Restated Declaration of Condominium for Panacea of Venice, A Condominium, Inc. (the "Declaration") or the Condominium Act, and the Association's Rules and Regulations.

3.2 Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act and Chapter 617, Florida Statutes (the "Florida Not for Profit Corporation Act"). The Association shall also have all of the powers and duties set forth in the Declaration and the Bylaws, as they 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:

3.2.1. To make, amend and collect annual and Special Assessments against Unit Owners as members to defray the common expenses and losses of the Association.

3.2.2. To manage and use the proceeds of assessments and common surplus, if any, in the exercise of its powers and duties.

3.2.3. To maintain, repair, alter, improve, replace, administer and operate the Condominium Property, which shall include the irrevocable right of access to each Unit during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements or any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to inspect and/or prevent damage to the Common Elements or a Unit or Units.

3.2.4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its directors, officers and its members as Unit Owners.

3.2.5. To reconstruct improvements after casualty and to further improve the Condominium Property.

3.2.6. To make and amend reasonable Rules and Regulations regarding the use, appearance and occupancy of the Units, the Common Elements, the Limited Common Elements and the Condominium Property.

3.2.7. To approve or disapprove the transfer, lease, mortgage and ownership of Units in the Condominium.

3.2.8. To enforce by legal means the provisions of the Condominium Act, the Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations promulgated by the Board of Directors.

3.2.9. To contract for the management, operation, administration and maintenance of the Condominium Property and to delegate to such contracting party any powers and duties of the Association, except such as are specifically required by the Declaration, the Articles of Incorporation, the Bylaws or by the Condominium Act to have the approval of the Board of Directors or the membership.

3.2.10. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Condominium, including, but not limited to, management of the Association and administration of an Association rental program.

3.2.11. 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.

3.2.12 To purchase, acquire or take title to units within the Condominium for the purpose of selling or leasing same or use by a resident manager, rental agent or other similar person.

3.2.13 To sue and be sued, including bringing actions in accordance with the Condominium Act to foreclose liens and recover money judgments.

33 Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the provisions of the Condominium Act, and the Not For Profit Corporation Act, all as amended from time to time. For purposes of this Section 3.3 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 issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

33.1. Conduct Board of Directors meetings and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting on the condominium property or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors decisions may be communicated as provided in this Section. The directors in attendance at such a Board of Directors meeting (if more than one (1) director) shall constitute a quorum.

33.2. Cancel and reschedule any Board of Directors, membership or committee meeting.

33.3. Name as interim assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

33.4. Relocate the Association's principal address or designate alternative principal addresses.

33.5. Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

33.6. Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity; water, sewer, or security systems; or heating, ventilating and air conditioners.

33.7. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Condominium Property unavailable for entry or occupancy by Unit Owners, family members, tenants, guests, agents, occupants, or invitees to protect the health, safety, or welfare of such persons.

33.8. Require the evacuation of the Condominium Property in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any unit owner or other occupant of the Condominium fail or refuse to evacuate the Condominium Property where the Board of Directors has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

33.9. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine whether the Condominium Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration.

33.10. Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, baseboards, air ducts, cabinetry, any and all personal property or belongings of a resident or owner, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the condominium property, even if the unit owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Unit.

33.11. Contract, on behalf of any Unit Owner or Owners, for items or services for which the owners are otherwise individually responsible for, but which are necessary to prevent further damage to the condominium property. In such event, the Unit Owner or Owners on whose behalf the Board of Directors has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its assessment and claim of lien authority provided in the Condominium Act and in the Declaration to enforce collection of the charges. Without limitation, such items or services may include the drying of Units, the boarding or other enclosure of broken or damaged windows, sliding glass doors, exterior doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the Units or other portions of the Condominium Property.

33.12. Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, these Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more special assessments without a vote of the Unit Owners.

33.13. Without unit owner approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in these Articles of Incorporation, the Declaration or the Bylaws.

33.14. Corporate action taken in good faith to meet the emergency needs of the Association or its unit owners shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a director, officer, or employee of the Association. An officer, director, or employee of the Association acting in good faith and in accordance with this Section is only liable for willful misconduct.

The special powers authorized above in this Section shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the Unit Owners and the Unit Owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Condominium Property.

34 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

35 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 and the Bylaws.

4. MEMBERS.

4.1 Members. The members of the Association shall consist of all of the record Owners of Units in the Condominium as shown by recordation of a deed or other appropriate instrument in the Official Records of Sarasota County, Florida. After termination of the Condominium, the membership shall consist of those who are members at the time of such termination, their successors and assigns.

4.2 Change of Membership. After receiving written approval of the Board of Directors, in accordance with the Declaration, change of membership in the Association shall be established by the recording, in the Official Records of Sarasota County, Florida, a deed or other appropriate title instrument establishing a record interest in a Unit in the Condominium. The person or persons named on the deed or other instrument thereby automatically becomes a member of the Association and the membership of the immediate past owner is automatically 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 condominium unit.

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

5. BOARD OF DIRECTORS.

5.1 Board of Directors. The affairs of the Association shall be managed by the Board of Directors, composed as provided in the Bylaws, but in no event consisting of less than three (3) directors. A director must fulfill all requirements of eligibility provided in the Bylaws and the Declaration.

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

6. OFFICERS.

The affairs of the Association shall be administered by the officers designated in the Association's Bylaws as directed by the Board of Directors. The officers shall be elected by the Board of Directors at its organizational meeting following the annual meeting of the members of the Association. The officers shall serve at the pleasure of the Board of Directors.

7. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

7.1 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 or she 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 or her 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 or she did not act in good faith or 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 (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, in and of itself, create a presumption that the person did not act in good faith and in a manner which 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, had reasonable cause to believe that such 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.

7.2 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 7.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney's fees and appellate attorney's fees, actually and reasonably incurred by him or her in connection therewith.

7.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may 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 subject to the understanding and agreement of such director, officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article 7.

7.4 Miscellaneous. The indemnification provided by this Article 7 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.

75 Insurance. The Association has 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 or her in any such capacity, or arising out of his 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.

76 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

77 Delegation. To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

8. AMENDMENTS.

8.1 Amendments. Amendments to these 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 to be considered; and (b) an amendment may be proposed either by the Board of Directors or by a majority of the eligible voting interests of the Association in the manner provided in the Bylaws. Except as elsewhere provided, the adoption of a proposed amendment to these Articles of Incorporation must be approved by the affirmative vote of a majority of not less than the eligible voting interests of the Association present, in person or by proxy, at a membership meeting at which a quorum is present.

8.2 Limitation on Amendments. No amendment shall make any changes in the qualification for membership, the voting rights of members, or any change in Sections 2.2 or 3.4 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 which is in conflict with the Condominium Act or the Declaration.

8.3 Certification. A copy of each amendment shall be filed with the Florida Secretary of State and shall be recorded in the Official Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted.

8.4 Automatic Amendment. These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Bylaws. Whenever the Condominium Act, the Not for Profit Corporation Act, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Articles of Incorporation, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617 and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the

Association, all as amended from time to time.

9. TERM.

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

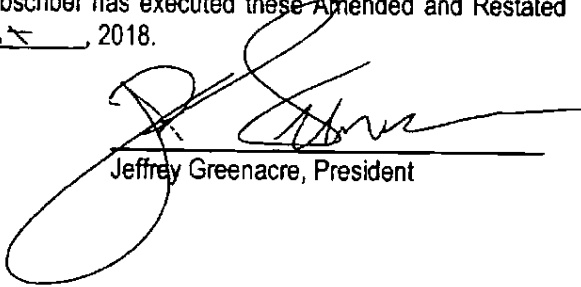
10. INTERPRETATION.

The terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Condominium and the Condominium Act, unless herein provided to the contrary, or unless the context otherwise requires. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulation of the Association. Its interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

11. REGISTERED OFFICE AND AGENT.

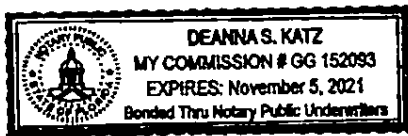
The registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be Steven H. Mezer, Esq., Becker & Poliakoff, P.A. 1511 N. Westshore Boulevard, Suite 1000, Tampa, Florida. The Board of Directors is authorized to change its Registered Agent and Principal Office in the manner provided by Florida law.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Amended and Restated Articles of Incorporation this 31st day of August, 2018.


Jeffrey Greenacre, President

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me this 31st day of August, 2018, by Jeffrey Greenacre. He is personally known to me or has produced _____ as identification.



Deanna S. Katz
Notary Public
Print Name: Deanna S. Katz
My Commission expires: November 5, 2021

ACTIVE: G24643/383488:9622823_2