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**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION**

**OF**

**ISLE OF SICILY PROPERTY OWNERS ASSOCIATION, INC.,**

**a Florida corporation not-for-profit**

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ISLE OF SICILY PROPERTY OWNERS ASSOCIATION, INC.

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**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
ISLE OF SICILY PROPERTY OWNERS ASSOCIATION, INC.**

In compliance with the provisions of Chapter 617, Florida Statutes, the undersigned, for the purpose of forming a corporation not-for-profit does hereby make, subscribe, acknowledge and file in the Office of the Secretary of State of the State of Florida as the Amended and Restated Articles of Incorporation of Isle of Sicily Property Owners Association, Inc., a Florida corporation not-for-profit, the following, to wit:

**ARTICLE I**

**DEFINITIONS**

For purposes of these Amended and Restated Articles of Incorporation, the following terms shall have the following definitions and meanings, to wit:

1.1 "Articles" shall mean and be defined as these Amended and Restated Articles of Incorporation of the Association, together with all future amendments thereto and modifications or restatements thereof.

1.2 "Assessment" shall mean and be defined as any assessment of a Lot and the Owner(s) of such Lot by the Association for Common Expenses and other items pursuant to, in accordance with and for the purposes specified in Article VII of the Declaration.

1.3 "Association" shall mean and be defined as Isle of Sicily Property Owners Association, Inc., a corporation not-for-profit organized and existing under the laws of the State of Florida.

1.4 "By-Laws" shall mean and be defined as the By-Laws of the Association, together with all future amendments thereto and modifications thereof.

1.5 "City" shall mean and be defined as the City of Winter Park, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

1.6 "Common Expenses" shall mean and be defined as those costs and expenses of the Association more particularly identified and described in Section 7.2 of the Declaration.

1.7 "Common Property" shall mean and be defined as all real property and interests in real property, including easements, and all personal property, fixtures and equipment, if any, from time to time owned and/or held by the Association for the common use and benefit of all

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Owners and/or for the conduct of the business and affairs of the Association, including, without limitation, Isle of Sicily Road and the Isle of Sicily Bridge and their related facilities and appurtenances, together with such other Improvements as are from time to time located within the Easement Area.

1.8 "County" shall mean and be defined as Orange County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

1.9 "Declaration" shall mean and be defined as the Declaration of Covenants, Conditions, Easements, Restrictions and Reservations for Isle of Sicily together with all future amendments, modifications and restatements thereof as may from time to time hereafter be recorded among the Public Records of the County.

1.10 "Easement Area" shall mean and be defined as the area included within the easement and right-of-way for Isle of Sicily Road as such easement area is legally and more particularly described on Exhibit A attached to and by reference made a part of the Declaration.

1.11 "Improvements" shall mean, be defined as and include the Isle of Sicily Bridge and its related facilities and appurtenances together with any and all paving (brick pavers), curbs, gutters, drainage facilities, landscape irrigation systems, street lights and street lighting systems and all other appurtenances, facilities and improvements of any kind, nature or description, constructed, erected, placed, installed or located on or within the Easement Area (i.e., the easement and right-of-way for Isle of Sicily Road) as described, granted, created and declared in the Declaration, together with any and all alterations and additions thereto and all replacements thereof.

1.12 "Isle of Sicily" shall mean and be defined as all lands and all Lots which collectively comprise an island in Lake Maitland located in Sections 31 and 32, Township 21 South, Range 30 East in the City of Winter Park, Orange County, Florida commonly know and referred to as the "Isle of Sicily."

1.13 "Isle of Sicily Bridge" shall mean and be defined as that certain bridge located within the Easement Area (i.e., the easement and right-of-way for Isle of Sicily Road) extending over the waters of Lake Maitland between those lands on the mainland in SICILIAN SHORES, according to the Plat thereof as recorded in Plat Book O at Pages 34 and 35 of the Public Records of the County, on the East, and the Isle of Sicily, on the West, and its related facilities and appurtenances, including, without limitation, all abutments thereto and supports therefor.

1.14 "Isle of Sicily Road" shall mean and be defined as the easement and right-of-way for Isle of Sicily Road providing pedestrian and vehicular access, ingress, egress and passage to and from the Isle of Sicily and all Lots thereon as such easement and right-of-way is declared, created and granted to the Association and all Owners from time to time pursuant to the provisions of Article IV of the Declaration, together with all Improvements from time to time located within such easement and right-of-way.

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1.15 "Lot" shall mean and be defined as a separate single family residential homesite or building lot on the Isle of Sicily as the same has heretofore been or may hereafter be subdivided and described pursuant to any deed or deeds on file in the Public Records of the County.

1.16 "Owner(s)" shall mean and be defined as one or more persons or entities who or which, alone, jointly or collectively, is or are the record owner(s) from time to time of fee simple title to any Lot within the Subject Property and their respective successors and assigns in title, but excluding those persons or entities having an interest in any such Lot merely as security for the payment of a debt or the performance of an obligation.

1.17 "Subject Property" shall mean and be defined as the real property comprising the whole of the Isle of Sicily and all Lots thereon which are encumbered by and made subject to the Declaration by the recordation of the Declaration among the Public Records of the County.

1.18 "Other Definitions" The definitions of other terms contained in the Declaration are hereby specifically incorporated into these Articles by this reference thereto and such defined terms shall, for purposes of these Articles, have the same meanings as are ascribed to them in the Declaration as if such definitions were fully set forth in these Articles verbatim.

## ARTICLE II

### NAME OF ASSOCIATION

The name of the Association shall be ISLE OF SICILY PROPERTY OWNERS, INC.

## ARTICLE III

### OBJECTS AND PURPOSES

The Association has been created and established for the objects and purposes of and shall have exclusive jurisdiction over and the sole responsibility for the ownership, operation, administration, management, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Property, including Isle of Sicily Road and the Isle of Sicily Bridge, the collection of all Assessments, the payment of all Common Expenses and the enforcement of the Declaration.

## ARTICLE IV

### DUTIES AND POWERS

4.1 Duties and Powers, Generally. Except as may be limited by these Articles, the Association shall have all duties, powers, rights and privileges as are, respectively, imposed and conferred upon, corporations not-for-profit pursuant to the provisions of Chapter 617 Florida

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Statutes including, without limitation, those duties and powers imposed and conferred upon homeowners' associations, as defined and provided in Sections 617.301 through 617.312, inclusive, Florida Statutes (2005), or any successor thereto or replacement thereof, and shall also have such duties and powers as are, respectively, imposed and conferred upon it pursuant to the Declaration, including, without limitation, such duties and powers as may be reasonably implied from, necessary for and incidental to the accomplishment of the objects and purposes for which the Association has been created and established.

4.2 Duties of the Association. The Association, acting by and through its Board of Directors and officers, shall, in addition to those general and specific duties, responsibilities and obligations imposed upon it by law and those specified in the Declaration and the By-Laws, have the following specific duties, responsibilities and obligations, to wit:

4.2.1 Ownership and Management of Common Property. To own, hold, control, operate, administer, manage, care for, maintain, repair, replace, restore, preserve and protect all Common Property, including, without limitation, Isle of Sicily Road and all Improvements from time to time located thereon or therein, including the Isle of Sicily Bridge.

4.2.2 Payment of Common Expenses. To pay all Common Expenses associated with the ownership, operation, administration, management, care, maintenance, repair, replacement, restoration, preservation and protection of the Common Property, including, without limitation, Isle of Sicily Road and all Improvements from time to time located thereon or therein, including the Isle of Sicily Bridge, and the operation, administration and management of the business and affairs of the Association.

4.2.3 Levy and Collection of Assessments. To establish, make, levy, impose, enforce and collect all Assessments for which provision is made in the Declaration or which shall otherwise be necessary to provide and assure the availability of such funds as may be reasonably necessary to pay all Common Expenses and otherwise conduct the business and affairs of the Association, including, without limitation, such funds as may be necessary to operate, administer, manage, care for, maintain, improve, repair, replace, restore, preserve and protect Isle of Sicily Road, the Isle of Sicily Bridge and all other Common Property.

4.2.4 Provide Insurance. To provide adequate insurance protection on and for the Association and the Common Property and, consistent with their respective duties, responsibilities and liabilities, on and for the members, directors, officers and employees, if any, of the Association.

4.2.5 Enforcement of Declaration. To assure compliance with and adherence to and otherwise to enforce the provisions of the Declaration, including, without limitation, those provisions of the Declaration pertaining to Assessments and liens for Assessments.

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4.3 Powers of Association. The Association, acting by and through its Board of Directors, shall, in addition to those general and specific powers conferred upon it by law and those powers specified in the Declaration and the By-Laws, have and exercise such powers as are necessary for the performance of its duties, responsibilities and obligations under and pursuant to the Declaration, including, without limitation, the following specific powers, to wit:

4.3.1 Own and Deal With Common Property. Except as may be limited by the terms of the Declaration and these Articles, to own, hold, control, operate, administer, manage, care for, maintain, repair, replace, restore, preserve, protect or otherwise deal in or with real property (or any interest therein, including easements) or personal property which is, or upon its acquisition by the Association shall thereupon become, Common Property as defined in these Articles and in the Declaration.

4.3.2 Levy and Collect Assessments. To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in the Declaration in accordance with the terms and provisions of the Declaration and these Articles.

4.3.3 Establish Reserves. To create, establish, maintain and administer such capital expenditure reserve and other reserve funds or accounts as shall, in the discretion of the Board of Directors of the Association, be reasonably necessary from time to time to provide and assure the availability of the funds necessary for the care, maintenance, repair, replacement, restoration, preservation and protection of all Common Property, including the Isle of Sicily Road and all Improvements from time to time located therein or thereon, including, without limitation, the Isle of Sicily Bridge, and for such other purposes as its Board of Directors of the Association, in its reasonable discretion, shall deem necessary or appropriate.

4.3.4 Contract. To contract with such persons, independent contractors or managing agents as shall be reasonably required to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Declaration and these Articles; provided, however, that any such contract or contracts having a term of more than one (1) year shall, by its express terms, be terminable (i) for cause at any time upon not more than thirty (30) days prior written notice by the Association and (ii) without cause at any time after one (1) year upon not more than sixty (60) days prior written notice by either party, and, provided, further, that any such contracts shall otherwise be subject to the provisions of Section 4.4.1 of these Articles and Section 9.5.1 of the Declaration.

4.3.5 Provide Insurance. To provide and contract for such insurance protection on and for the Association and the Common Property and, consistent with their respective duties, responsibilities and liabilities, on and for the members, directors, officers and employees, if any, of the Association.

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4.3.6 Enforce Declaration. To take such steps as may be necessary to enforce the provisions of the Declaration, including, without limitation, those provisions of the Declaration pertaining and with respect to the Isle of Sicily Road and the Isle of Sicily Bridge, and in connection therewith to employ legal counsel and institute and prosecute litigation to enforce the provisions of the Declaration, including, without limitation, such litigation as may be necessary to collect assessments and foreclose liens for Assessments for which provisions are made in the Declaration.

4.3.7 Improvements to Lands Owned by Association. Notwithstanding anything to the contrary set forth in these Articles, with the approval of eight (8) or more votes of the entire membership of the Association, to (a) make capital improvements, including, without limitation, paving, landscaping, irrigation systems, drainage systems and entry features, to or on those lands owned by the Association in fee simple which lie Easterly of the Isle of Sicily Bridge and Westerly of the Westerly terminus of the platted public right-of-way for Via Lugano, (b) to levy Assessments for the cost of such improvements, whether as Special Assessments or Capital Expenditure Assessments, and (c) to thereafter own, hold, operate, care for, maintain, replace, restore, preserve and protect such Improvements as Common Property.

4.4 Limitations and Restrictions on Powers. The Association shall be prohibited from taking any of the following actions without the prior approval of eight (8) or more of the votes of the entire membership of the Association, whether voting in person or by proxy, at a duly called meeting of the members of the Association, to wit:

4.4.1 Contracts for a Term in Excess of One Year. Entering into any contract or contracts for the delivery of services or materials having a term in excess of one (1) year, except in the case of prepaid insurance, casualty or liability contracts or policies for not more than three (3) years duration; provided that the applicable contract or policy of insurance provides for and permits short rate cancellation by the insured.

4.4.2 Pledge of Assessment Rights. Borrowing any funds secured by a pledge, assignment or encumbrance of the right and duty of the Association to exercise its power to establish, make, levy, impose, enforce and collect any Assessments whereby as a result of such pledge, assignment or encumbrance such right and power of assessment may be exercised by a party other than the Association or whereby the Association shall become obligated to establish, levy, enforce and collect any Assessment in a particular amount or within a particular time so as to effectively divest from the Association and its Board of Directors the right, duty and discretion to establish, make, levy, impose, enforce and collect Assessments in such amounts and within such time periods as the Board of Directors of the Association, in its discretion, shall deem to be necessary and reasonable.

4.4.3 Payment of Compensation to Elected Officers or Directors. The payment to the elected directors or officers of the Association for services performed in the conduct of their duties as such; provided, however, that nothing herein contained shall

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preclude the Association from reimbursing any such elected director or officer for reasonable expenses actually incurred and paid by him in the conduct of the business and affairs of the Association.

4.5 Special Limitations on Powers of Association. Notwithstanding anything to the contrary set forth in these Articles or in the Declaration, no substantial alterations or additions to the Improvements comprising Common Property currently existing within the Easement Area, including landscaping, shall be made by the Association within that portion of the Easement Area located on any particular Lot(s) without the prior written approval and consent of the Owner(s) of the Lot(s) upon which such substantial alterations or additions, if any, are proposed to be made by the Association. As used in this Section 4.5, the phrase "substantial alteration or addition" shall mean any alternation of an existing Improvement or the addition of any new Improvement which is substantially different in character or scale from those Improvements currently existing within the Easement Area. The intent expressed in this Section is that alterations or additions to Improvements currently existing within the Easement Area shall not have a greater physical or visual impact or place a greater physical or visual burden upon any particular Lot than the Improvements currently existing within the Easement Area on such Lot unless the affected Owner(s) shall first agree and consent to the same.

## ARTICLE V

### MEMBERSHIP

5.1 Membership. Every Owner of a Lot shall automatically and mandatorily be a member of the Association by virtue of his ownership of a Lot. Membership in the Association may not be refused, waived or surrendered.

5.2 Transfer of Membership. Membership in the Association shall be appurtenant to and may not be separated from the fee simple ownership interest of an Owner in the Lot owned by such Owner and may not be transferred, assigned, pledged or alienated in any way.

5.3 Rights and Obligations of Membership. Each member of the Association shall have those rights and privileges and those duties and obligations provided by law and those set forth in and shall be subject to and governed by the terms and provisions of the Declaration, these Articles and the By-Laws of the Association, including, without limitation, the obligation to pay Assessments established and levied by the Association in accordance with the terms of the Declaration.

## ARTICLE VI

### VOTING RIGHTS

6.1 Voting Rights. The right of a member to vote on matters pertaining to the business and affairs of the Association shall vest immediately upon such member's qualification

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for membership in the Association as provided in these Articles, the By-Laws and the Declaration. All voting rights of a member shall be exercised in accordance with and subject to the restrictions and limitations provided in the Declaration and these Articles and the By-Laws.

6.2 Voting Membership; Number of Votes. The Association shall have one (1) class of voting membership. All Owners of Lots shall automatically and mandatorily be members of the Association. Each member shall be entitled to one (1) vote for each Lot with respect to which he holds the ownership interest required for membership. If more than one person or entity holds the ownership interest required for membership in the Association, each such person or entity shall be a member, but the vote of such members with respect to the Lot owned by them shall be exercised as they, among themselves, shall determine; however, in no event shall more than one (1) vote be cast with respect to any Lot or fractional portion of a Lot which is owned by more than one person or entity. The Association may, but shall not be obligated to, recognize the vote or written assent of any co-owner of a Lot with respect to which all co-owners have not designated a particular co-owner who or which is entitled to cast the vote attributable to the Lot owned by such co-owners; but the Association shall be required to recognize the vote or written assent of a particular co-owner who or which is designated in writing by all co-owners entitled to cast the vote attributable to the Lot owned by such co-owners; provided, however, that such written designation shall be delivered to the Association not less than twenty-four (24) hours prior to the taking of the particular vote in question.

6.3 Approval by Members. Unless elsewhere otherwise specifically provided in the Declaration, these Articles or the By-Laws, any provision of the Declaration, these Articles or the By-Laws which requires the vote or approval of eight (8) or more of the votes of the entire membership of the Association shall be deemed satisfied by either, both or a combination of the following:

6.3.1 Vote. The vote, whether in person or by proxy, of eight (8) or more of the votes of the entire membership of the Association at a meeting duly called and noticed pursuant to the provisions of the By-Laws of the Association.

6.3.2 Written Consent. Written consents signed by eight (8) or more of the votes of the entire membership of the Association.

6.4 Suspension of Voting Rights. The Association may suspend the voting rights of a member for the non-payment of any Assessment, including, without limitation, any annual Regular Assessment, or any installment thereof, which is delinquent in excess of ninety (90) days as provided in Section 617.304(3) Florida Statutes.

## ARTICLE VII

### **BOARD OF DIRECTORS**

7.1 Purpose. The property, business and affairs of the Association shall be managed and governed by a Board of Directors of the Association.

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7.2 Number. The number of directors on the Board of Directors from time to time shall never be less than three (3) nor more than six (6). The number of directors shall be determined from time to time by the Board of Directors, but shall always be a number divisible by three (3). The number of directors may be increased or decreased by the Board of Directors from time to time as provided in the By-Laws of the Association. In the absence of a determination by the Board of Directors of the number of directors on the Board of Directors from time to time, there shall be three (3) directors. The number of directors to be elected at any annual or special meeting of members shall be specified in the notice of such meeting. If no such number shall be specified in such notice, the number of directors to be elected at such meeting shall be one-third of the total number of directors then in office.

7.3 Qualification. All directors of the Association must be members of the Association in good standing.

7.4 Term of Office. Except for the terms of the initial directors designated in Section 7.6 of these Articles, the term of office of each of the directors of the Association shall be three (3) years or as otherwise specified in the By-Laws.

7.5 Election of Directors. Except as hereinafter provided with respect to the initial directors of the Association, the directors of the Association shall be elected by a majority or more of the votes of the entire membership of the Association in accordance with these Articles and the By-Laws of the Association at the annual meeting of the members of the Association or at a special meeting of the members of the Association duly called for such purpose.

7.6 Initial Board of Directors. The Board of Directors shall initially consist of three (3) directors. The names and address of the members of the initial Board of Directors and their respective initial terms of office are as follows:

NAME	ADDRESS	INITIAL TERM
James L. Bolen	2 Isle of Sicily Road Winter Park, Florida 32789	3 years
David A. Kaplan	9 Isle of Sicily Road Winter Park, Florida 32789	2 years
James T. Barnes, Jr.	1031 Morse Boulevard West, Suite 300 Winter Park, Florida 32789	1 year

The initial directors shall hold office and serve until their respective successors are duly elected or until they are removed in accordance with these Articles and the By-Laws of the Association.

7.7 Duties and Powers. All of the duties and powers of the Association existing under and pursuant to Chapter 617 Florida Statutes, the Declaration, these Articles and the By-Laws

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shall be exercised exclusively by the Board of Directors, subject to approval by the members of the Association only when specifically required by law, these Articles or the Declaration.

7.8 Removal. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws.

7.9 Federal Income Tax Election. The Board of Directors of the Association shall have the power and authority to cause the Association to make the annual election with respect to the Association's federal income tax treatment under Section 528 of the Internal Revenue Code of 1954, as amended from time to time.

## ARTICLE VIII

### OFFICERS

8.1 Officers, Generally. The affairs of the Association shall be administered by a President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The offices of Secretary and Treasurer or any other offices may be combined from time to time by the Board of Directors in its discretion. However, the office of President shall not be combined with any other office.

8.2 Election. Except as hereinafter provided with respect to the initial officers of the Association, the officers of the Association shall be elected by the directors of the Association from among themselves at a meeting of the directors held immediately following the termination of the annual meeting of members at which directors are elected.

8.3 Term. All officers of the Association shall hold office for a term of one (1) year or until their successors are elected, but may be removed from office by the Board of Directors, with cause, at any time.

8.4 Duties of Officers. The duties of the officers shall be as set forth in the By-Laws of the Association.

8.5 Initial Officers. The names, titles and addresses of the initial officers of the Association who shall hold office and serve until their successors elected are as follows:

OFFICE	NAME	ADDRESS
President	James L. Bolen	2 Isle of Sicily Road Winter Park, Florida 32789

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Secretary	James T. Barnes, Jr.	1031 Morse Boulevard West Suite 300 Winter Park, Florida 32789
Treasurer	David A. Kaplan	9 Isle of Sicily Road Winter Park, Florida 32789

8.6 Vacancy Before First Meeting. In the event of a vacancy in any office of the Association prior to the first annual meeting of the members of the Association, such vacancy shall be filled by an individual appointed by the initial Board of Directors.

### ARTICLE IX

#### **INDEMNIFICATION AND RELEASE OF OFFICERS AND DIRECTORS**

9.1 Indemnification. Every officer and every director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' and paralegals' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason or on account of his being or having been an officer or a director of the Association, or in connection with or on account of any settlement thereof, whether or not he is an officer or a director of the Association at the time that such expenses and liabilities are incurred, except in such cases wherein any such officer or director is judged guilty of willful misfeasance or malfeasance, gross negligence or intentional misconduct in the performance of his duties; provided, however, that any claim for reimbursement or indemnification hereunder may be settled with the approval of the Board of Directors in the best interest of the Association.

9.2 Right of Indemnification Cumulative, Not Exclusive. The right of indemnification provided by this Article IX shall be in addition to and not exclusive of and shall not be deemed to limit, in any way, the powers of the Association to indemnify any officer or director and the right of any officer or director to be indemnified by the Association by or under the common law or statutory laws of the State of Florida, the Declaration, the By-Laws or otherwise.

9.3 Release of Officers and Directors. The resignation or expiration of the term of office of, or the removal or replacement of, a director, including those directors initially designated in these Articles, and the resignation or expiration of the term of office of or the removal or replacement of an officer of the Association who has been appointed by the initial Board of Directors, including those officers initially designated in these Articles, shall remise, release, acquit, satisfy and forever discharge such director or officer of and from all manner of action and actions, cause and causes of actions, suits, debts, covenants, contracts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or any of its members, had, now have, or which any heir, personal representative, successor or assign of the Association or its members, hereafter can, shall or may have against

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any such director or officer of the Association for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such director's or officer's resignation, removal or replacement or the expiration of such director's or officer's term of office; provided, however, that the foregoing release of officers and directors shall not apply in the case of any former officer or director who is judged guilty of willful misfeasance or malfeasance, gross negligence or intentional misconduct in the performance of his duties.

## ARTICLE X

### BY-LAWS

The initial By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws. In the event of any conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

## ARTICLE XI

### AMENDMENTS

11.1 Amendments, Generally. These Articles may only be changed, amended, modified or rescinded in the following manner:

11.1.1 Resolution of Board of Directors. The Board of Directors shall initially propose any amendments to these Articles. Any such proposal shall be by resolution duly adopted by the Board of Directors setting forth the specific terms and provisions of the proposed amendment and directing that the proposed amendment be submitted to a vote of the members of the Association at the next annual meeting or at a special meeting of the members of the Association duly called for such purpose.

11.1.2 Notice of Meeting. Written notice setting forth the date and time of the meeting at which the proposed amendment is to be voted upon and also setting forth the specific terms and provisions of proposed amendment, or a summary of the changes to be effected by the proposed amendment, shall be given in accordance with the provisions of the By-Laws to each member of the Association entitled to vote thereon. Such meeting may not occur less than fourteen (14) days nor more than sixty (60) days from the date of the giving of the notice of the meeting at which the proposed amendment is to be considered and voted upon.

11.1.3 Vote of Members. A vote of the members of the Association entitled to vote thereon, shall be taken on the proposed amendment at the meeting of which notice has been given as provided in Section 11.1.2 above. The proposed amendment shall be adopted upon receiving the affirmative vote of one hundred percent (100%) of the votes

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of the entire membership of the Association cast at such meeting, whether in person or by proxy. Any number of amendments may be proposed by the Board of Directors and voted upon by the members of the Association at any one meeting.

11.2 Written Consent. Notwithstanding anything to the contrary set forth in this Article XI, if a majority of the directors and one hundred percent (100%) of the votes of the entire membership of the Association sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the requirements of Section 11.1 of these Articles had been satisfied.

11.3 Articles of Amendment. Upon the approval of an amendment to these Articles in accordance with the provisions of this Article XI, the officers of the Association shall cause Articles of Amendment to be executed, delivered to and filed with the Office of the Secretary of State of the State of Florida as provided by law.

## ARTICLE XII

### DURATION AND DISSOLUTION

12.1 Duration. The Association shall commence to exist upon the filing of these Articles with the Office of the Secretary of the State of Florida in Tallahassee, Florida and shall have perpetual existence, unless dissolved in accordance with the provisions of Chapter 617 Florida Statutes and as otherwise set forth in this Article XII.

12.2 Dissolution. Upon dissolution of the Association, the property and assets of the Association remaining after payment of all creditors of the Association and the costs and expenses associated with such dissolution shall be distributed in the manner provided in Chapter 617 Florida Statutes; provided, however, that, notwithstanding the foregoing provisions of this Section 12.2, that portion of the Common Property comprising Isle of Sicily Road, including the Isle of Sicily Bridge located therein or thereon, shall be distributed only as provided in Section 12.3 of these Articles.

12.3 Return of Common Property to Members. Upon dissolution of the Association, any Common Property, including Isle of Sicily Road and the easement therefor granted, created and established pursuant to the Declaration, and all Improvements located thereon and therein, shall be returned, transferred and conveyed to the members of the Association who are then the respective Owners of Lots on the Isle of Sicily to the extent that such Common Property is located within the boundaries of the respective Lots owned by such Owners, except, however, that the Isle of Sicily Bridge and that portion of the Isle of Sicily Road upon or within which the same is located and those lands lying Easterly of the Isle of Sicily Bridge and Westerly of the Westerly terminus of the right-of-way for Via Lugano owned by the Association in fee simple shall be transferred and conveyed to all such Owners as tenants in common.

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**ARTICLE XIII****NON-PROFIT STATUS**

No part of the net earnings, if any, of the Association shall inure to the benefit of any of its members or any other individual. Accordingly, the Association shall not carry on any activity for the profit of its members, or distribute any gains, profits, or dividends to any of its members as such, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the specific and primary objects and purposes of the Association. The Association may however, provide a rebate, reimbursement or refund of excess membership dues, fees or Assessments to its members. In determining whether there should be any such rebate, reimbursement or refund or the amount of any such rebate, reimbursement or refund, the earnings of the Association, if any, are not to be taken into account in any manner.

**ARTICLE XIV****PRINCIPAL OFFICE AND REGISTERED AGENT**

The street and mailing address of the initial principal office of the Association shall be c/o James L. Bolen, 2 Isle of Sicily Road, Winter Park, Florida 32789. The initial registered agent of the Association shall be James L. Bolen and the registered office of the Association shall be at 2 Isle of Sicily Road, Winter Park, Florida 32789. The Association reserves the right to change either or both the principal and office and the registered agent of the Association in the manner provided by the laws of the State of Florida from time to time.

**ACCEPTANCE OF REGISTERED AGENT**

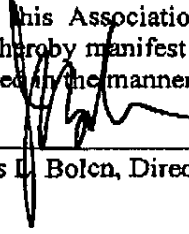
The undersigned hereby accepts the designation as Registered Agent of ISLE OF SICILY PROPERTY OWNERS ASSOCIATION, INC.

  
\_\_\_\_\_  
Name: James L. Bolen

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**WRITTEN CONSENT TO RESTATEMENT OF ARTICLES**

The undersigned, being all of the Directors of this Association, in accordance with Section 11.2 of the original Articles of the Association, hereby manifest their intention that the original Articles of the Association be amended and restated in the manner hereinabove set forth.

  
\_\_\_\_\_  
James L. Bolcn, Director

\_\_\_\_\_  
David A. Kaplan, Director

\_\_\_\_\_  
James T. Barnes, Jr., Director

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of Sept, 2006 by James L. Bolcn, ~~David A. Kaplan and James T. Barnes, Jr.~~, as Directors of Isle of Sicily Property Owners Association, Inc., a Florida corporation not-for-profit, on behalf of said corporation. ~~Each of them is~~ personally known to me or produced \_\_\_\_\_ as identification.



Lori A. Frederick  
My Commission DD293135  
Expires May 21, 2008

Printed Name: Lori A. Frederick  
Notary Public-State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

**WRITTEN CONSENT OF MEMBERS**

The undersigned, being all of the members of this Association, in accordance with Section 11.2 of the original Articles of Incorporation of this Association, hereby manifest their consent to and intention that the original Articles of Incorporation of this Association be amended and restated in the manner hereinabove set forth in the within and foregoing Amcnded and Restated Articles of Incorporation of Isle of Sicily Property Owners Association, Inc.

**[Signatures and Acknowledgments appear on following pages]**

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**WRITTEN CONSENT TO RESTATEMENT OF ARTICLES**

The undersigned, being all of the Directors of this Association, in accordance with Section 11.2 of the original Articles of the Association, hereby manifest their intention that the original Articles of the Association be amended and restated in the manner hereinabove set forth.

\_\_\_\_\_  
James L. Bolen, Director

*David A. Kaplan*

\_\_\_\_\_  
David A. Kaplan, Director

\_\_\_\_\_  
James T. Barnes, Jr., Director

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25 day of August, 2006 by ~~James L. Bolen, David A. Kaplan and James T. Barnes, Jr.~~ as Directors of Isle of Sicily Property Owners Association, Inc., a Florida corporation not-for-profit, on behalf of said corporation. Each of them is personally known to me or produced DAVID'S LICENSE as identification.

*Kathryne D. Smith*  
Printed Name: Kathryne D. Smith  
Notary Public-State of Florida  
Commission No. DD397552  
My Commission Expires: 4/9/09

(NOTARIAL SEAL)



**Kathryne D. Smith**  
Commission # DD397552  
Expires April 9, 2009  
Bonded Trust Firm - Insurance, Inc. 800-365-1014

**WRITTEN CONSENT OF MEMBERS**

The undersigned, being all of the members of this Association, in accordance with Section 11.2 of the original Articles of Incorporation of this Association, hereby manifest their consent to and intention that the original Articles of Incorporation of this Association be amended and restated in the manner hereinabove set forth in the within and foregoing Amended and Restated Articles of Incorporation of Isle of Sicily Property Owners Association, Inc.

[Signatures and Acknowledgments appear on following pages]

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**WRITTEN CONSENT TO RESTATEMENT OF ARTICLES**

The undersigned, being all of the Directors of this Association, in accordance with Section 11.2 of the original Articles of the Association, hereby manifest their intention that the original Articles of the Association be amended and restated in the manner hereinabove set forth.

\_\_\_\_\_  
James L. Bolen, Director

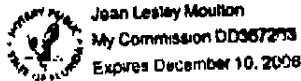
\_\_\_\_\_  
David A. Kaplan, Director

*James T. Barnes, Jr.*  
\_\_\_\_\_  
James T. Barnes, Jr., Director

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2006 by ~~James L. Bolen, David A. Kaplan and~~ James T. Barnes, Jr., as Directors of Isle of Sicily Property Owners Association, Inc., a Florida corporation not-for-profit, on behalf of said corporation. Each of them is personally known to me or produced \_\_\_\_\_ as identification.

*Jean Lesley Moulton*  
Printed Name: Jean Lesley Moulton  
Notary Public-State of Florida  
Commission No. DD 367263  
My Commission Expires: 12/10/08



(NOTARIAL SEAL)

**WRITTEN CONSENT OF MEMBERS**

The undersigned, being all of the members of this Association, in accordance with Section 11.2 of the original Articles of Incorporation of this Association, hereby manifest their consent to and intention that the original Articles of Incorporation of this Association be amended and restated in the manner hereinabove set forth in the within and foregoing Amended and Restated Articles of Incorporation of Isle of Sicily Property Owners Association, Inc.

[Signatures and Acknowledgments appear on following pages]

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Andrew H. Madsen  
ANDREW H. MADSEN

Paula B. Madsen  
PAULA B. MADSEN

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28 day of August, 2006 by Andrew H. Madsen and Paula B. Madsen, his wife. They are personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)

Gretchen D. Thompson  
Printed Name: GRETCHEN D. THOMPSON  
Notary Public-State of Florida  
Commission No. DD421422  
My Commission Expires: August 22, 2009



Gretchen D. Thompson  
Commission # DD421422  
Expires August 22, 2009  
Standard Trust Plus - Insurance, Inc. 800-365-7019

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*[Handwritten signature of James L. Bolen]*

JAMES L. BOLEN

*[Handwritten signature of Phyllis G. Bolen]*

PHYLLIS G. BOLEN

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Sept, 2006 by James L. Bolen and Phyllis G. Bolen, his wife. They are personally known to me or has produced \_\_\_\_\_ as identification.



LOI A. Frederick  
My Commission DD289198  
Expires May 21, 2008

(NOTARIAL SEAL)

LOI FREDERICK  
Printed Name: \_\_\_\_\_  
Notary Public-State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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*Thurman D. Kitchin*

THURMAN D. KITCHIN

*Janne M. Kitchin*  
JANNE M. KITCHIN

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1 day of Sept, 2006 by Thurman D. Kitchin and Janne M. Kitchin, his wife. They are personally known to me or has produced *TD* as identification.

*Rosemary Maisenholtz*  
Printed Name: Rosemary Maisenholtz  
Notary Public-State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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Tyler S. Denson  
TYLER S. DENSON

Rita M. Denson  
RITA M. DENSON

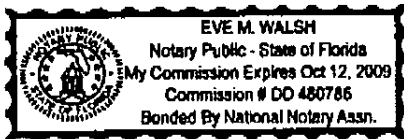
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31 day of Aug, 2006 by Tyler S. Denson and Rita M. Denson, his wife. They are personally known to me or has produced FL DL as identification.

(NOTARIAL SEAL)

Eve M. Walsh  
Printed Name: Eve M. Walsh  
Notary Public-State of Florida  
Commission No. 480786  
My Commission Expires: 10-12-09



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\_\_\_\_\_  
GLENN A. RIVERS

\_\_\_\_\_  
KRIS RIVERS

STATE OF ~~FLORIDA~~ MASSACHUSETTS

COUNTY OF ~~ORANGE~~ MIDDLESEX

The foregoing instrument was acknowledged before me this 29 day of September, 2006 by Glenn A. Rivers and Kris Rivers, his wife. They are personally known to me or has produced \_\_\_\_\_ as identification.

Printed Name: Annemarie L.L. Weber  
Notary Public-State of ~~Florida~~ Massachusetts  
Commission No. \_\_\_\_\_  
My Commission Expires: October 13, 2011

(NOTARIAL SEAL)



ANNEMARIE L.L. WEBER  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 13, 2011

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William Storey  
WILLIAM E. STOREY

Sue Ellen Storey  
SUE ELLEN STOREY

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19<sup>TH</sup> day of September 2006 by William E. Storey and Sue Ellen Storey, his wife. They are personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)



Kimberly B. Woodward  
Printed Name: Kimberly B. Woodward  
Notary Public-State of Florida  
Commission No. DD 305085  
My Commission Expires: 5/17/08



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ROBERT M. WINSLOW


  
TITIAN C. AUSTIN

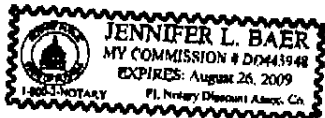
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29 day of Aug, 2006 by Robert M. Winslow and Titian C. Austin, his wife. They are personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)

  
Printed Name: Jennifer L. Baer  
Notary Public-State of Florida  
Commission No. DD443948  
My Commission Expires: 8/26/09



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David Allan Kaplan  
DAVID ALLAN KAPLAN

Barbara Kaplan  
BARBARA KAPLAN

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25 day of AUGUST, 2006 by David Allan Kaplan and Barbara Kaplan, his wife. They are personally known to me or has produced Drivers License as identification.


(NOTARIAL SEAL)



**Kathryne D. Smith**  
Commission # DD397552  
Expires April 9, 2009  
Banded Tray Path - Insurance, Inc. 407-463-7070

Kathryne D. Smith  
Printed Name: Kathryne D. Smith  
Notary Public-State of Florida  
Commission No. DD397552  
My Commission Expires: 4/9/09

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SOHRAB GERAMI, TRUSTEE OF THE  
SOHRAB GERAMI FAMILY TRUST  
DATED MAY 11, 1993

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September  
2006 by Sohrab Gerami, as Trustee of the Sohrab Gerami Family Trust Dated May 11, 1993, on  
behalf of said Trust. He is personally known to me or has produced \_\_\_\_\_  
as identification.

NOTARIAL SEAL)

  
Printed Name: Alisa C. Smith  
Notary Public-State of Florida  
Commission No. DD 283342  
My Commission Expires: 2/2008



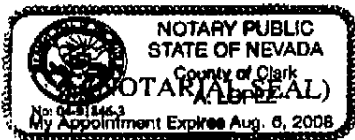
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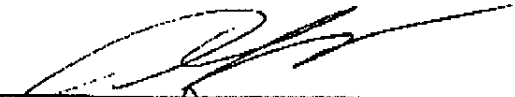
  
 \_\_\_\_\_  
 SCOTT C. THOMPSON

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11 day of September, 2006 by Scott C. Thompson. He is personally known to me or has produced Florida Drivers License as identification.



  
 \_\_\_\_\_  
 Printed Name: Adam Lopez  
 Notary Public-State of Florida  
 Commission No. 04-91946-3  
 My Commission Expires: Aug 6, 2008

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ISLE OF SICILY PROPERTY OWNERS  
ASSOCIATION INC., a Florida corporation  
not-for-profit

By: [Signature]  
James L. Bolen  
Its President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of Sept,  
2006 by James L. Bolen, as President of Isle of Sicily Property Owners Association Inc., a  
Florida corporation not-for-profit, on behalf of said corporation. He is personally known to me  
or has produced \_\_\_\_\_ as identification.



Lori A. Frederick  
My Commission Expires:  
Expires May 21, 2008

(NOTARIAL SEAL)

[Signature]  
Printed Name: LOLI FREDERICK  
Notary Public-State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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**EXHIBIT A****LEGAL DESCRIPTION OF EASEMENT AREA FOR ISLE OF SICILY ROAD**

That part of Section 31, Township 21 South, Range 30 East, Orange County, Florida, described as follows:

COMMENCE at the Northeast corner of Lot 10, Block J, SICILIAN SHORES, according to the Plat thereof as recorded in Plat Book O, Pages 34 and 35 of the Public Records of Orange County, Florida; thence run N80°30'00"W, along the South right-of-way line of Via Lugano, 675.00 feet to the Northwest corner of Lot 6, KEISER'S REPLAT OF PART OF SICILIAN SHORES, according to the Plat thereof as recorded in Plat Book W, Page 76 of said Public Records; thence run N00°00'00"W, 25.35 feet to a point on the centerline of said Via Lugano as marked by a nail and brass disk stamped "LB 68"; thence S80°30'00"W along said centerline, 300.07 feet to a point as also marked by a nail and brass disk stamped "LB 68" and the POINT OF BEGINNING of a strip of land 30.00 feet wide, lying 10.00 feet left and 20.00 feet right of the following described line: N79°17'12"W, 110.67 feet; thence N71°58'21"W, 95.93 feet; thence N65°56'42"W, 150.06 feet to the point of curvature of a curve concave Northeasterly having a radius of 181.00 feet and a chord bearing of N45°37'21"W; thence Northwesterly along the arc of said curve through a central angle of 40°38'43" for a distance of 128.40 feet to the point of compound curvature of a curve concave Easterly having a radius of 216.00 feet and a chord bearing of N10°19'27"W; thence Northerly along the arc of said curve through a central angle of 29°57'05" for a distance of 112.91 feet to the point of compound curvature of a curve concave Easterly having a radius of 361.00 feet and a chord bearing of N17°24'42"E; thence Northerly along the arc of said curve through a central angle of 25°31'14" for a distance of 160.80 feet to the point of tangency; thence N30°10'19"E, 83.96 feet to the point of curvature of a curve concave Westerly having a radius of 129.00 feet and a chord bearing of N05°40'21"E; thence Northerly along the arc of said curve through a central angle of 48°59'56" for a distance of 110.32 feet to the point of tangency; thence N18°49'37"W, 19.12 feet to the POINT OF TERMINATION of said 30.00 foot wide strip of land and the POINT OF BEGINNING of a strip of land 40.00 feet wide, lying 10.00 feet left and 30.00 feet right of the following described line: continue N18°49'37"W, 32.49 feet to the POINT OF TERMINATION of said 40.00 foot wide strip of land and the POINT OF BEGINNING of a strip of land 25.00 feet wide, lying 10.00 feet left and 15.00 feet right of the following described line: continue N18°49'37"W, 120.78 feet to the POINT OF TERMINATION of said 25.00 foot wide strip of land and the POINT OF BEGINNING of a parcel of land (a cul-de-sac) described as follows: S71°10'23"W, 10.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet and a chord bearing of N47°32'15"W; thence Northwesterly along the arc of said curve through a central angle of 57°25'16" for a distance of 25.05 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 40.00 feet and a chord bearing of N66°59'46"E; thence Northeasterly along the arc of said curve through a central angle of 286°29'18" for a distance of 200.01 feet to the point of reverse curvature of a curve concave Easterly having a radius of 32.50 feet and a chord bearing of S05°42'24"W; thence Southerly along the arc of said curve through a

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central angle of  $49^{\circ}04'02''$  for a distance of 27.83 feet to a non-tangent line; thence  $S71^{\circ}10'23''W$ , 15.00 feet to the POINT OF BEGINNING of said parcel; the sidelines of the first above described 30.00 foot wide strip of land are to lengthen or shorten to intersect with the Westerly terminus of the aforesaid right-of-way of Via Lugano.

Containing 0.891 acres, more or less.