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merger

MAR 01 2017

R. WHITE

CHRISTIE S. JONES, P.A.

ATTORNEY AT LAW

3078 EASTLAND BOULEVARD, UNIT 309A
CLEARWATER, FLORIDA 33761-4149

TELEPHONE (727) 433-9669
E-MAIL LargoLaw@aol.com

December 26, 2016

Amendment Section
Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

RE: Articles of Merger
Surviving Corporation: Redington Ambassador Owners' Association, Inc.

Ladies and Gentlemen:

The enclosed Articles of Merger are hereby submitted for filing.

Also enclosed please find Christie S. Jones, P.A. Check Number 7476 in the amount of \$113.75, representing the filing fee of \$105.00, plus the fee of \$8.75 for a certified copy of the Articles of Merger. An extra copy of the Articles of Amendment for the certified copy is enclosed.

Please return all correspondence concerning this matter to:

Christie S. Jones, Esquire
Christie S. Jones, P.A.
3078 Eastland Boulevard, Unit 309A
Clearwater, Florida 33761-4149
Telephone: 727-433-9669
E-mail: LargoLaw@aol.com

As always, should you have any questions, or if I can be of any further assistance in this matter, please do not hesitate to call me. If you choose to contact me via e-mail, please include the name of the Resort in the 'regarding' line so that your e-mail is not inadvertently deleted as 'spam'.

Very truly yours,

CHRISTIE S. JONES, P.A.


Christie S. Jones, Esquire

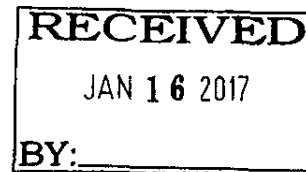
Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 6, 2017

CHRISTIE S. JONES ESQ.
3078 EASTLAND BLVD UNIT 309A
CLEARWATER, FL 33761



SUBJECT: REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC.
Ref. Number: N16000010451

We have received your document for REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC. and your check(s) totaling \$113.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

A statement to the fact that " The plan of merger was adopted by the members of the surviving corporation on(date of adotion here). The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: (number) FOR (number) AGAINST for each merging entity. Please find enclosed a sample copy of the adoption of merger page for reference. Also, exhibits 1 and 2 are missing from the document. Please include exhibits 1 and 2.

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.

Rebekah White
Regulatory Specialist II

Letter Number: 017A00000351

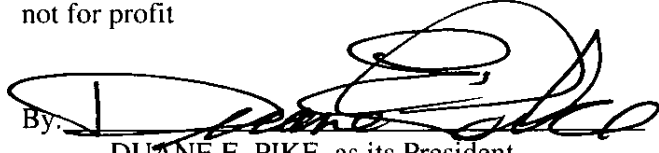
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17 FEB 27 PM 3:24
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

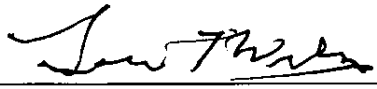
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1. The undersigned corporations, being validly and legally formed under the laws of the State of Florida, have adopted a Plan of Merger. The Plan of Merger is attached hereto and made a part hereof by reference as Exhibit "A".
2. Under the Plan of Merger, the name of the surviving corporation is REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC.
3. The Plan of Merger of the undersigned corporations was adopted under Section 617.1103, Florida Statutes.
4. The Plan of Merger shall become effective as provided therein.
5. The Articles of Incorporation of the surviving corporation, Redington Ambassador Owners' Association, Inc. are not being amended, and are attached hereto and made a part hereof by reference as Exhibit "B".
6. These Articles of Merger and the Exhibits attached hereto were approved by:
 - A. As required by Section 617.1103(1)(a), Florida Statutes, at least a majority of the votes of the Members present in person or by proxy at a duly called meeting of the Membership of Redington Ambassador Resort Condominium Association, Inc. at which a quorum was present and which was held on the 29th day of October, 2016. Four hundred fifty-four (454) votes of the Membership were cast in favor of the merger, and fifteen (15) votes of the Membership were cast against the merger.
 - B. As required by Section 617.1103(1)(a), Florida Statutes, at least a majority of the votes of the Members present in person or by proxy at a duly called meeting of the Membership of Redington Ambassador South Association, Inc. at which a quorum was present and which was held on the 29th day of October, 2016; Three hundred fifty-eight (358) votes of the Membership were cast in favor of the merger, and six (6) votes of the Membership were cast against the merger; and
 - C. As required by Section 617.1103(1)(b), Florida Statutes, three (3) of the three (3) members of the Board of Directors of Redington Ambassador Owner's Association, Inc. approved the merger at a duly called meeting of the Board of Directors at which a quorum was present and which was held on the 29th day of October, 2016.
7. The statements set forth in these Articles of Merger are true and correct and are certified on the 7th day of FEBRUARY, 2017.

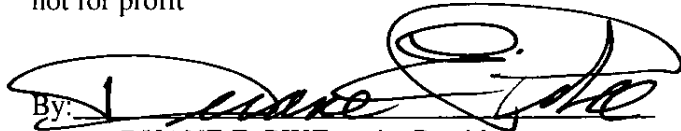
REDINGTON AMBASSADOR RESORT CONDO-
MINIUM ASSOCIATION, INC., a Florida Corporation
not for profit

By: 
DUANE E. PIKE, as its President

REDINGTON AMBASSADOR SOUTH
ASSOCIATION, INC., a Florida Corporation
not for profit

By: 
LEWIS WILSON, as its President

REDINGTON AMBASSADOR OWNERS'
ASSOCIATION, INC., a Florida Corporation
not for profit

By: 
DUANE E. PIKE, as its President

PLAN OF MERGER

THIS PLAN OF MERGER is by and between REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Surviving Corporation"), and the following corporations (hereinafter referred to as the "Merging Corporations"):

REDINGTON AMBASSADOR RESORT CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit; and

REDINGTON AMBASSADOR SOUTH ASSOCIATION, INC., a Florida corporation not for profit.

The Surviving Corporation and the Merging Corporations are sometimes referred to collectively herein as the "Constituent Corporations".

1. **Constituent Corporations.** The Constituent Corporations are all Florida corporations not for profit, organized on a nonstock basis, and are all in good standing.
2. **Timeshare Condominium Properties.** Two residential timeshare condominiums were created by the recording of two separate declarations of condominium, as follows:
 - A. Declaration of Condominium of Redington Ambassador Resort, a Condominium, recorded in O.R. Book 5875, commencing at Page 1401, Public Records of Pinellas County, Florida, as duly amended from time to time. Redington Ambassador Resort, a Condominium, consists of twenty-two (22) Units, all of which have been submitted to the timeshare plan, with fifty-two Unit Weeks in each Unit, and a total of one thousand one hundred forty-four (1,144) Unit Weeks. Redington Ambassador Resort Condominium Association, Inc. is the timeshare condominium association that operates, manages and maintains Redington Ambassador Resort, a Condominium.
 - B. Declaration of Redington Ambassador South, a Condominium, recorded in O.R. Book 8844, commencing at Page 65, Public Records of Pinellas County, Florida, as duly amended from time to time. Redington Ambassador South, a Condominium, consists of fifteen (15) Units, all of which have been submitted to the timeshare plan, with fifty-two (52) Unit Weeks in each Unit, and a total of seven hundred eighty (780) Unit Weeks. Redington Ambassador South Association, Inc. is the timeshare condominium association that operates, manages and maintains Redington Ambassador South, a Condominium.

In addition, the timeshare condominiums are subject to the following, which are not being amended by this Plan of Merger:

- C. Shared Facilities Agreement dated February 4, 1992, by and between Redington Ambassador Resort Condominium Association, Inc. and Regency Redington

Ambassador, Inc., a Florida corporation (the Developer of Redington Ambassador South, a Condominium);

- D. Party Wall and Party Roof Agreement dated February 4, 1992, by and between Redington Ambassador Resort Condominium Association, Inc. and Regency Redington Ambassador, Inc.
- E. Easement between Regency Redington Ambassador, Inc. and the Town of North Redington Beach recorded in O.R. Book 8450, commencing at Page 2104, Public Records of Pinellas County, Florida, providing for an easement and right-of-way for the purpose of a park and beach access for the benefit of the residents of the Town of North Redington Beach.
- F. Ingress and Egress Easement and Agreement between Regency Redington Ambassador, Inc. and the Town of North Redington Beach, Florida, recorded in O.R. Book 8450, commencing at Page 2107, for the purpose of ingress and egress for vehicle traffic to the adjacent park operated by the Town of North Redington Beach.

The timeshare condominiums are not being merged. The declarations of condominium are not being amended.

- 3. **Surviving Corporation.** The Surviving Corporation shall become the timeshare condominium association that operates, manages and maintains Redington Ambassador Resort, a Condominium, and Redington Ambassador South, a Condominium.
- 4. **Principal Office.** The principal office of REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC., the Surviving Corporation, shall remain at 16900 Gulf Boulevard, North Redington Beach, Florida 33708.
- 5. **Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation are attached hereto and made a part hereof by reference as Exhibit "1".
- 6. **Bylaws.** The Bylaws of the Surviving Corporation are attached hereto and made a part hereof by reference as Exhibit "2".
- 7. **Directors and Officers.** The Directors and officers of the Surviving Corporation on the Effective Date of the merger shall continue as the Directors and officers of the Surviving Corporation for the full unexpired terms of their offices and until their successors have been duly elected or appointed and qualified.
- 8. **Ratification by Members.**
 - A. Pursuant to Section 617.1103(1)(a), Florida Statutes, this Plan of Merger must be

adopted by the affirmative vote of at least a majority of the vote which Members of Redington Ambassador Resort Condominium Association, Inc. present at a duly called annual or special meeting of said Members or represented by proxy are entitled to cast.

- B. Similarly, pursuant to Section 617.1103(1)(a), Florida Statutes, this Plan of Merger must be adopted by the affirmative vote of at least a majority of the vote which Members of Redington Ambassador South Association, Inc. present at a duly called annual or special meeting of said Members or represented by proxy are entitled to cast.
- C. Pursuant to Section 9.6 of Article IX of the Articles of Incorporation of the Surviving Corporation, only the members of the Board of Directors shall be entitled to approved the merger of the Surviving Corporation and the Merging Corporations. Such approval shall be by a majority of all of the members of the Board of Directors of the Surviving Corporation at a duly called meeting of the Board at which a quorum is present.

On approval of this Plan of Merger by the Merging Corporations and the Surviving Corporation, the officers of the Constituent Corporations are hereby authorized and directed to file Articles of Merger, with a copy of this Plan of Merger, with the Florida Secretary of State, Division of Corporations, and to record a copy of the Articles of Merger and all Exhibits attached thereto, as accepted and filed with the Florida Department of State, Division of Corporations, in the Public Records of Pinellas County, Florida.

- 9. **Effective Date of Merger.** The merger shall become effective on the date the Articles of Merger are filed in the offices of the Florida Secretary of State, Division of Corporations.
- 10. **Effect of Merger.** When the merger becomes effective, the separate existence of the Merging Corporations shall cease, except as may be required for carrying out the purposes of this Plan of Merger or as continued by statute. All of the rights, privileges, powers, franchises, assets, causes of action, and interests of any kind whatsoever of the Merging Corporations, including, but not limited to, all real property owned by the Merging Corporations as reflected in instruments filed in the Public Records of Pinellas County, Florida, shall become the property of the Surviving Corporation and shall not revert or be in any way impaired by reason of the merger. All rights of creditors and all liens on the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the Merging Corporations shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities, and duties initially had been incurred or contracted by the Surviving Corporation.

IN WITNESS WHEREOF, the duly authorized officers of the Constituent Corporations and the Surviving Corporation have executed this Plan of Merger on the 29th day of

October, 2016.

REDINGTON AMBASSADOR RESORT CONDO-
MINIUM ASSOCIATION, INC., a Florida Corporation
not for profit

By: Duane E. Pike
DUANE E. PIKE, as its President

REDINGTON AMBASSADOR SOUTH
ASSOCIATION, INC., a Florida Corporation
not for profit

By: Lewis Wilson
LEWIS WILSON, as its President

REDINGTON AMBASSADOR OWNERS'
ASSOCIATION, INC., a Florida Corporation
not for profit

By: Duane E. Pike
DUANE E. PIKE, as its President



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 27, 2016

CORPORATION SERVICE COMPANY

The Articles of Incorporation for REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC. were filed on October 26, 2016 and assigned document number N16000010451. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the filed date or effective date indicated above. **It is your responsibility to remember to file your annual report in a timely manner.** A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Any charitable organization intending to solicit contributions in Florida from the public are required to register annually with the Division of Consumer Services. For more information, please go to www.freshfromflorida.com/divisions-offices/consumer-services/business-services/charitable-organizations.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Claretha Golden, Regulatory Specialist II
New Filing Section

Letter Number: 916A00023048

Account number: I20000000195

Amount charged: 70.00

Exhibit "1"

To Plan of Merger

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

FILED

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ARTICLES OF INCORPORATION
of
REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC.

A corporation not for profit
existing under the laws of the State of Florida

The undersigned, pursuant to Chapters 617, 718 and 721, Florida Statutes, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit created to operate, manage and maintain a timeshare condominium, does hereby declare as follows:

ARTICLE I - NAME OF CORPORATION

The name of this corporation shall be REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association").

ARTICLE II - GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation, management and maintenance of the affairs and property of the two Condominiums known as REDINGTON AMBASSADOR RESORT, A CONDOMINIUM, and REDINGTON AMBASSADOR SOUTH, A CONDOMINIUM (hereinafter sometimes collectively referred to as the "Condominiums"), located at 16900 Gulf Boulevard, North Redington Beach, Pinellas County, Florida 33708, and to perform all acts provided in the Declaration of Condominium of Redington Ambassador Resort, a Condominium, recorded in O.R. Book 5875, at Page 1401, Public Records of Pinellas County, Florida, and in the Declaration of Redington Ambassador South, a Condominium, recorded in O.R. Book 8844, at Page 65, Public Records of Pinellas County, Florida, both as duly amended from time to time (hereinafter sometimes collectively referred to as the "Declarations of Condominium"), and Chapters 617, 718 and 721, Florida Statutes.

ARTICLE III - POWERS

3.1 The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth the Declarations of Condominium, and all exhibits attached thereto, as duly amended from time to time, and all of the powers and duties set forth in Chapters 617, 718 and 721, Florida Statutes. Without limiting the generality of the foregoing, the duties of the Association include, but are not limited to:

A. Operation, management, maintenance, repair and replacement of all Accommodations and Facilities of the Condominiums constituting the Timeshare Plans.

B. Collection of all Assessments for Common Expenses of each Condominium

and of the Association.

C. Providing each year to all Unit Week Owners an itemized annual budget for each Condominium and for the Association, which shall include all estimated revenues and expenses.

D. Maintenance of all books and records concerning the Condominiums, the Association and the Timeshare Plans so that all such books and records are reasonably available for inspection by any Unit Week Owner or the authorized agent of such Unit Week Owner. Notwithstanding any provision of Chapter 718, Florida Statutes, to the contrary, the managing entity may not furnish the name, address, or electronic mail address of any Unit Week Owner to any other Unit Week Owner or authorized agent thereof unless the Unit Week Owner whose name, address, or electronic mail address is requested first approves the disclosure in writing.

E. Maintenance among its records and providing to the Division of Florida Condominiums, Timeshares and Mobile Homes, upon request, a complete list of the names and addresses of all Unit Week Owners. The managing entity shall update this list no less frequently than quarterly. Pursuant to Section 721.13(3)(d), Florida Statutes, the managing entity may not publish this owner's list or provide a copy of it to any Unit Week Owner or authorized agent thereof, nor to any third party other than the Division.

F. Arranging for an annual audit of the financial statements of each of the Condominiums and the Association by a certified public accountant licensed by the Board of Accountancy of the Department of Business and Professional Regulation, in accordance with generally accepted auditing standards as defined by the rules of the Board of Accountancy of the Department of Business and Professional Regulation. The financial statements required by this section must be prepared on an accrual basis using fund accounting, and must be presented in accordance with generally accepted accounting principles.

G. Making available for inspection by the Division of Florida Condominiums, Timeshares and Mobile Homes any books and records of the Condominiums, the Association and/or the Timeshare Plans upon request of the Division.

H. Scheduling occupancy of the timeshare Units.

I. Performing any other functions or duties which are necessary and proper to operate, manage, maintain, repair and/or replace the Accommodations and/or Facilities of the Condominiums and to operate the Timeshare Plans and the Association.

J. Entering into an ad valorem tax escrow agreement prior to the receipt of any ad valorem tax escrow payments into the ad valorem tax escrow account, as long as an independent escrow agent is required by Section 192.037, Florida Statutes.

3.2 Notwithstanding anything contained in Chapter 718, Florida Statutes, to the contrary, Unit Week Owners shall not have the power to cancel contracts entered into by the managing entity relating to a master or community antenna television system, a franchised cable television service, or any similar paid television programming service or bulk rate services agreement.

ARTICLE IV.- BUDGETS

4.1 The Board of Directors of the Association shall from time to time, but at least annually, prepare and adopt a budget for each of the Condominiums and for the Association, determine the amount of Assessments payable by the Unit Week Owners to meet the Common Expenses of their respective Condominiums and of the Association, and allocate and assess such expenses among the Unit Week Owners of each Condominium in accordance with the respective Declarations of Condominium, these Articles of Incorporation, the requirements of Chapters 718 and 721, Florida Statutes, and the rules and regulations promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes.

4.2 Each budget shall disclose:

A. Estimated expenses specific to a Condominium such as the maintenance, deferred maintenance or replacement of the Common Elements which shall be provided for in the budget for the specific Condominium;

B. Estimated expenses of the Association that are not specific to a Condominium such as the maintenance, deferred maintenance or replacement of the property serving more than one Condominium which shall be provided for in the Association budget;

C. Each Unit Week's share of the estimated expenses of the Association, which shall be shown on the individual Condominium budgets;

D. The estimated revenues of each Condominium and of the Association.

ARTICLE V.- MEMBERS

5.1 All persons owning a vested present interest in a specific Unit Week at either Redington Ambassador Resort, a Condominium, or Redington Ambassador South, a Condominium (hereinafter sometimes collectively referred to as the "Condominiums"), located at 16900 Gulf Boulevard, North Redington Beach, Pinellas County, Florida 33708, and to perform all acts provided in the Declaration of Condominium of Redington Ambassador Resort, a Condominium, recorded in O.R. Book 5875, at Page 1401, Public Records of Pinellas County, Florida, and in the Declaration of Condominium of Redington Ambassador South, a Condominium, recorded in O.R. Book 8844, at Page 65, Public Records of Pinellas County, Florida, both as duly amended from time to time

(hereinafter sometimes collectively referred to as the "Declarations of Condominium"), which interest is evidenced by a duly recorded proper instrument in the Public Records of Pinellas County, Florida, shall be Members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall terminate automatically and immediately at the time a Member's vested present interest in a Unit Week terminates.

5.2 The change of Membership in the Association shall be evidenced in the Association records upon delivery to the Association of a copy of the recorded deed or other instrument of conveyance transferring fee title to the Member's Unit Week. The predecessor in interest or his or her agent, or a person providing resale transfer services for the predecessor in interest pursuant to Section 721.17(3), Florida Statutes, or his or her agent, shall deliver to the Association a copy of the recorded deed or other instrument of conveyance with the name and mailing address of the successor in interest within fifteen (15) days after the date of transfer, and after such delivery the successor in interest shall be listed by the Association as the Owner of the Unit Week on the books and records of the Association. The Association shall not be liable to any person for any inaccuracy in the books and records of the Association arising from the failure of the predecessor in interest to timely and correctly notify the Association of the name and mailing address of the successor in interest.

5.3 Membership shall be appurtenant to and shall not be separated from ownership of the Unit Week. Each Member's undivided interest in the Common Elements appurtenant to the Member's Unit Week shall be as more particularly described in the respective Declarations of Condominium. Each Member's share in the Common Surplus of the Condominium in which the Member's Unit Week is located shall be as more particularly described in the respective Declarations of Condominium; provided, however, that the Member's share of the Common Surplus of the Association, separate and distinct from the Common Surplus of the Condominiums, shall be one/one thousand nine hundred twenty-fourth (1/1,924th) for each Unit Week owned by the Member.

5.4 Prior to the Effective Date of the merger of the Association, Redington Ambassador Resort Condominium Association, Inc. and Redington Ambassador South Association, Inc. pursuant to a Plan of Merger duly adopted by the Unit Week Owners of the Condominiums, the subscriber hereto shall constitute the sole member of the Association.

ARTICLE VI- VOTING RIGHTS

The Association shall have one class of Membership. Members shall be entitled to one (1) vote per Unit Week at Membership meetings. When more than one (1) person owns a Unit Week, the one (1) vote for that Unit Week shall be exercised as they, among themselves, determine and advise the Secretary of the Association, in writing, prior to the time the meeting is called to order, but in no event shall more than the one (1) vote allocated to that Unit Week be cast, and the vote will not be divided among the Owners of any one Unit Week. In the absence of any such notification to the Secretary of the Association, the vote allocated to the Unit Week shall be suspended if more than

one (1) person seeks to exercise it. If a Member owns more than one (1) Unit Week, such Member shall have the right to cast the one (1) vote allocated to that Unit Week for each Unit Week owned.

ARTICLE VII.- INCOME DISTRIBUTION

The Association shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any Member, Director or officer of the Association, nor to any other private individual, except as compensation for services actually rendered to the Association, and then only to the extent allowed by Chapters 718 and 721, Florida Statutes.

ARTICLE VIII.- EXISTENCE

The Association shall exist perpetually unless dissolved according to law.

ARTICLE IX.- REGISTERED OFFICE, REGISTERED AGENT, PRINCIPAL PLACE OF BUSINESS

The registered office of the Association shall be at 3078 Eastland Boulevard, Unit 309A, Clearwater, Florida 33761-4149, and the registered agent at such address shall be CHRISTIE S. JONES, ATTORNEY AT LAW, until such time as another registered agent is appointed by resolution of the Board of Directors. The initial principal place of business of the Association shall be 16900 Gulf Boulevard, North Redington Beach, Florida 33708.

ARTICLE X.- BOARD OF DIRECTORS

10.1 The business of the corporation shall be conducted and all affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3) persons. Subject to the foregoing sentence, the number of Directors may be increased or decreased from time to time by the affirmative vote of a majority of the members of the Board of Directors present at a duly called meeting of the Board at which a quorum is present.

10.2 After the terms of the initial Directors described herein expire, Directors shall be elected at the annual meeting of the Membership in the manner provided in the Bylaws and Chapter 718, Florida Statutes, as applicable.

10.3 Except as expressly authorized pursuant to Chapters 718 and 721, Florida Statutes, the Directors shall not be compensated by the Association for their services as Directors.

10.4 The names and mailing addresses of the initial Board of Directors are as follows:

<u>Name</u>	<u>Address</u>	<u>Initial Term</u>
DUANE E. PIKE	16900 Gulf Boulevard North Redington Beach, Florida 33708	2 years
LEWIS WILSON	16900 Gulf Boulevard North Redington Beach, Florida 33708	2 years
MIKE McGEE	16900 Gulf Boulevard North Redington Beach, Florida 33708	1 year
ROBERT KRAMER	16900 Gulf Boulevard North Redington Beach, Florida 33708	1 year

10.5 Only the members of the Board of Directors shall be entitled to approved the merger of the Association, Redington Ambassador Resort Condominium Association, Inc. and Redington Ambassador South Association, Inc. pursuant to a Plan of Merger duly adopted by the Unit Week Owners of the Condominiums. Such approval shall be by a majority of all of the members of the Board of Directors at a duly called meeting of the Board at which a quorum is present.

ARTICLE XI.- RECALL AND REMOVAL OF DIRECTORS

Subject to the provisions of the provisions of Chapter 718 Florida Statutes, and any rules and regulations promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes pursuant thereto, members of the Board of Directors may be recalled from office with or without cause, by the affirmative vote of a majority of the total voting interests of the Association.

ARTICLE XII.- INDEMNIFICATION OF OFFICERS AND DIRECTORS

12.1 Every Director and every officer of the Association shall, to the maximum extent required and allowed by Florida law, be indemnified by the Association against all expenses and liabilities, including, but not limited to, attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceeding or the settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or officer may be entitled.

12.2 The Association may purchase and maintain insurance on behalf of all officers and Directors against any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such, and the premiums and all other costs associated with such insurance shall be a Common Expense of the Association.

ARTICLE XIII - BYLAWS

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

ARTICLE XIV - AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

14.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

14.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Members of the Association. A Member may propose an amendment by an instrument in writing directed to any member of the Board which has been signed by Members holding not less than ten percent (10%) of the total voting interests of the Association. Amendments may be proposed by the Board of Directors by the action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his or her refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fourteen (14) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Amendments to these Articles must be approved by the affirmative vote of not less than fifty-one percent (51%) of the voting interests of the Association who are present, in person or by proxy, at a duly called meeting of the Members at which a quorum has been obtained.

14.3 No amendment shall make any material changes in the qualifications for Membership nor the voting rights of the Members, without the approval in writing by all Members. No amendment shall be made that is conflict with Chapters 617, 718, or 721, Florida Statutes, or any rules or regulations promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes pursuant thereto, or that is in conflict with either of the Declarations of Condominium more particularly described above, as duly amended from time to time.

14.4 A copy of each amendment to these Articles shall be filed with the Secretary of State, and a certified copy issued by the Secretary of State shall be recorded in the Public Records of Pinellas County, Florida.

ARTICLE XV.- CHAPTERS 718 AND 721, FLORIDA STATUTES

Notwithstanding anything to the contrary contained in this Article XV, in the event of a conflict between the provisions of Chapters 718 and 721, Florida Statutes, or the rules and regulations promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes pursuant thereto, the provisions of Chapter 721, Florida Statutes, and the rules and regulations promulgated by the Division of Florida Condominiums, Timeshare and Mobile Homes related thereto, shall control. In the event of a conflict between the provisions of these Articles of Incorporation and Chapters 718 or 721, Florida Statutes, or in the event Chapters 718 or 721, Florida Statutes, set forth mandatory provisions that are not expressly contained herein, the terms and provisions of Chapters 718 and 721, Florida Statutes, shall control (except to the extent that Chapters 718 or 721, Florida Statutes, allow these Articles of Incorporation to vary from the provisions of Chapters 718 or 721, Florida Statutes, respectively, or expressly exempt timeshare condominiums from compliance with any provision of Chapter 718, Florida Statutes) and, to that extent, are incorporated by reference herein.

ARTICLE XVI- SUBSCRIBER

The name and street address of the subscriber to these Articles of Incorporation is as follows:

Name

Address

THOMAS D. ADAMS

16900 Gulf Boulevard
North Redington Beach, Florida 33708

The undersigned, being the Incorporator of this corporation, for the purpose of forming this corporation not for profit under the laws of the State of Florida, has executed these Articles of Incorporation this 25 day of October, 2016.



THOMAS D. ADAMS

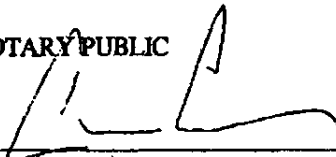
STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me, a notary public authorized to take acknowledgments in the State and County set forth above, this by THOMAS D. ADAMS, who is personally known to me and who did not take an oath, and he acknowledged to and before me that he executed said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal this 25 day of October, 2016, in

the aforesaid County and State.

NOTARY PUBLIC



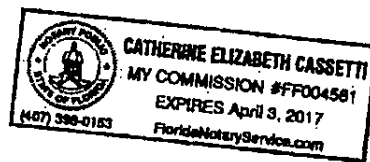
Signature of Notary Public

Catherine Cassetti

Printed Name of Notary Public

Commission Number:

My Commission Expires:



**CERTIFICATE DESIGNATING REGISTERED AGENT
AND STREET ADDRESS FOR SERVICE OF PROCESS
WITHIN FLORIDA**

Pursuant to Section 48.091, Florida Statutes, REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, desiring to organize under the laws of the State of Florida, hereby designates CHRISTIE S. JONES, ATTORNEY AT LAW, located at 3078 Eastland Boulevard, Unit 309A, Clearwater, Florida 33761-4149, as its Registered Agent to accept service of process within the State of Florida.

ACCEPTANCE BY REGISTERED AGENT

Having been named Registered Agent and designated to accept service of process for the above named corporation, at the place designated herein, I hereby state that I am familiar with and accept the appointment as Registered Agent and agree to act in this capacity

Dated the 26th day of October, 2016.


CHRISTIE S. JONES, ATTORNEY AT LAW

FILED
16 OCT 27 AM 9:10

BYLAWS
of
REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC.

A corporation not for profit
existing under the laws
of the State of Florida

I. PRINCIPAL OFFICE

The initial principal office of the Association shall be located at 16900 Gulf Boulevard, North Redington Beach, Florida 33708. The address of the principal office may be changed at the discretion of the Board of Directors.

II. MEMBERSHIP

1. **Members.** All persons owning a vested present interest in a specific Unit Week at either Redington Ambassador Resort, a Condominium, or Redington Ambassador South, a Condominium (hereinafter sometimes collectively referred to as the "Condominiums"), located at 16900 Gulf Boulevard, North Redington Beach, Pinellas County, Florida 33708, and to perform all acts provided in the Declaration of Condominium of Redington Ambassador Resort, a Condominium, recorded in O.R. Book 5875, at Page 1401, Public Records of Pinellas County, Florida, and in the Declaration of Condominium of Redington Ambassador South, a Condominium, recorded in O.R. Book 8844, at Page 65, Public Records of Pinellas County, Florida, both as duly amended from time to time (hereinafter sometimes collectively referred to as the "Declarations of Condominium"), which interest is evidenced by a duly recorded proper instrument in the Public Records of Pinellas County, Florida, shall be Members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall terminate automatically and immediately at the time a Member's vested present interest in a Unit Week terminates. The change of Membership in the Association shall be evidenced in the Association records upon delivery to the Association of a copy of the recorded deed or other instrument of conveyance transferring fee title to the Member's Unit Week. The predecessor in interest or his or her agent, or a person providing resale transfer services for the predecessor in interest pursuant to Section 721.17(3), Florida Statutes, or his or her agent, shall deliver to the Association a copy of the recorded deed or other instrument of conveyance with the name and mailing address of the successor in interest within fifteen (15) days after the date of transfer, and after such delivery the successor in interest shall be listed by the Association as the Owner of the Unit Week on the books and records of the Association. The Association shall not be liable to any person for any inaccuracy in the books and records of the Association arising from the failure of the predecessor in interest to timely and correctly notify the Association of the name and mailing address of the successor in interest.

2. **Voting Interests.** The Association shall have one class of Membership. Members shall be entitled to one (1) vote per Unit Week at Membership meetings. When more than one (1)

person owns a Unit Week, the one (1) vote for that Unit Week shall be exercised as they, among themselves, determine and advise the Secretary of the Association, in writing, prior to the time the meeting is called to order, but in no event shall more than the one (1) vote allocated to that Unit Week be cast, and the vote will not be divided among the Owners of any one Unit Week. In the absence of any such notification to the Secretary of the Association, the vote allocated to the Unit Week shall be suspended if more than one (1) person seeks to exercise it. If a Member owns more than one (1) Unit Week, such Member shall have the right to cast the one (1) vote allocated to that Unit Week for each Unit Week owned.

3. Proxies. Members may vote by general proxy or by limited proxy. A voting interest or consent right allocated to any Unit Week owned by the Association may not be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies and general proxies may be used to establish a quorum and may be used in the elected of members of the Board of Directors. Notwithstanding the foregoing, Members may vote in person at Membership meetings. A proxy given is effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid longer than 90 days after the date of the first meeting for which it was given, and may be revoked at any time at the pleasure of the Member executing it.

4. Annual Meeting. An annual meeting of the Members shall be held in October of each year at such time and place as may be designated by the Board of Directors for the purpose of electing Directors of the Association and for the transaction of such other business as may come before the meeting.

5. Special Meetings. Except as otherwise provided by Chapters 718 and 721, Florida Statutes, and the rules and regulations promulgated pursuant thereto by the Division of Florida Condominiums, Timeshares and Mobile Homes, special meetings of the Members may be called by the President or by the Board of Directors, or by the Secretary upon the written request of at least ten percent (10%) of the total voting interests of the Association, for any purpose and at any time.

6. Notices. Notice of Membership meetings, except Membership meetings called to recall Board members under Section 718.112(2)(j), Florida Statutes, may be given by electronic transmission to Members who consent to receive notice by electronic transmission. Written notice of annual and special meetings of Members, which shall include an identification of agenda items, shall be provided to Members either by first class mail, via hand delivery or by electronic transmission at least fourteen (14) days prior to the date of the meeting and shall be posted in a conspicuous place on both Condominium Properties at least fourteen (14) continuous days preceding the meeting. Such conspicuous places shall be determined in accordance with Section 718.112(2)(d)3., Florida Statutes. Unless a Member waives in writing the right to receive notice of the a meeting, such notice must be hand delivered, mailed, or electronically transmitted to each Member. Notice for meetings and notice for all other purposes must be mailed to each Member at the address last furnished to the Association by the Member. However, if a Unit Week is owned by more than one person, the Association must deliver notice to the address that one or more of the

Owners of the Unit Week provide to the Association in writing, or if no address is provided or the Owners of the Unit Week do not agree, to the address provided on the most recent deed of record. Members may waive notice of specific meetings if allowed by these Bylaws or the applicable Declaration or any law.

7. Quorum and Voting. Unless the Articles of Incorporation, these Bylaws, or the provisions of Chapters 617, 718 or 721, Florida Statutes, provide for a higher quorum requirement, the percentage of voting interests required to make decisions and to constitute a quorum at a meeting of the Members of the Association shall be fifteen percent (15%) of the total voting interests of the Association. If a quorum is not present at any meeting of the Members at which members of the Board of Directors are to be elected, the meeting may be adjourned and reconvened within ninety (90) days for the sole purpose of electing members of the Board of Directors, and the quorum for such adjourned meeting shall be fifteen percent (15%) of the total voting interests of the Association. This provision shall apply notwithstanding any provision of Chapter 617 or 718, Florida Statutes, to the contrary. A Member shall be deemed present for purposes of a quorum with respect to any question or election upon which his or her written and signed proxy shall have been received by the Secretary of the Association. A simple majority of all voting interests present in person or by proxy at a duly called meeting of the Membership at which a quorum is present shall decide any question brought before the meeting, except when otherwise required by Chapters 617, 718 or 721, Florida Statutes, the rules and regulations promulgated pursuant thereto by the Division of Florida Condominiums, Timeshares and Mobile Homes, the Declarations of Condominium, the Articles of Incorporation, or these Bylaws. Members shall have the right to participate in meetings of the Membership with reference to all designated agenda items, subject to reasonable rules adopted by the Board of Directors governing the frequency, duration and manner of Member participation. Any Member may tape record or videotape a meeting of the Membership, subject to the provisions of Section 718.112, Florida Statutes, and the rules and regulations promulgated pursuant thereto by the Division of Florida Condominiums, Timeshares and Mobile Homes. Except as otherwise required by applicable law, Members may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by these Bylaws or the applicable Declaration or any law that provides for such action.

7. Electronic Voting. The Association may conduct elections and other Membership votes through an Internet-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met:

a. The Association provides each Member with (i) a method to authenticate the Member's identity to the online voting system; (ii) for elections of the Board of Directors, a method to transmit an electronic ballot to the online voting system that ensures the secrecy and integrity of each ballot; and (iii) a method to confirm, at least fourteen (14) days before the voting deadline, that the Member's electronic device can successfully communicate with the online voting system.

b. The Association uses an online voting system that is (i) able to authenticate the Member's identity; (ii) able to authenticate the validity of each electronic vote to ensure that the

vote is not altered in transit; (iii) able to transmit a receipt from the online voting system to each Member who casts an electronic vote; (iv) for elections of the Board of Directors, able to permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member; and (v) able to store and keep electronic votes accessible to election officials for recount, inspection, and review purposes.

c. A Member voting electronically pursuant to this section shall be counted as being in attendance at the meeting for purposes of determining a quorum. A substantive vote of the Members may not be taken on any issue other than the issues specifically identified in the electronic vote, when a quorum is established based on Members voting electronically pursuant to this section.

d. The Association must provide for and authorize an online voting system pursuant to this section by a Board resolution. The Board resolution must provide that Members receive notice of the opportunity to vote through an online voting system, must establish reasonable procedures and deadlines for Members to consent, in writing, to online voting, and must establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent. Written notice of a meeting at which the resolution will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on both Condominium Properties at least fourteen (14) days before the meeting. Evidence of compliance with the 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the Official Records of the Association.

e. A Member's consent to online voting is valid until the Member opts out of online voting according to the procedures established by the Board of Directors

III. BOARD OF DIRECTORS

1. Powers. The Board of Directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties, and responsibilities as provided in Chapters 617, 718 and 721, Florida Statutes, the rules and regulations promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes, the Declarations of Condominium, the Articles of Incorporation, and these Bylaws.

2. Number. Initially, there shall be four (4) Directors. The number of Directors may be increased or decreased by a majority vote of the voting interests of the Association present in person or by proxy at a duly called meeting of the Membership, provided, however, that there shall never be less than three (3) Directors. Each Director shall have one (1) vote at all meetings of the Board of Directors.

3. Qualification. All Directors must be Unit Week Owners, or the duly authorized officer, partner or manager of a corporation, partnership, limited partnership, limited liability partnership, limited liability company or other legal entity which is a Unit Week Owner, or the

trustee of a trust which is a Unit Week Owner; provided, however, that no more than one such officer, partner, manager or trustee of each Unit Week Owner may serve as a Director at the same time. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares and Mobile Homes under Chapter 718, Florida Statutes, or who is delinquent in the payment of any monetary obligation due to the Association, is not eligible to be a candidate for Board membership. A person who has been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in the State of Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date such person seeks election to the Board of Directors. Except as expressly authorized pursuant to Chapters 718 and 721, Florida Statutes, all Directors shall act without compensation.

4. Election and Term. Commencing with the first annual meeting of Members after the Effective Date of the merger of the Association, Redington Ambassador Resort Condominium Association, Inc. and Redington Ambassador South Association, Inc. pursuant to a Plan of Merger duly adopted by the Unit Week Owners of the Condominiums, the term of each Director identified as having a one (1) year term in the Articles of Incorporation shall expire. Commencing with the second annual meeting of Members after the Effective Date of the merger, the term of each Director identified as having a two (2) year term in the Articles of Incorporation shall expire. Once the initial term of each Director identified in the Articles of Incorporation has expired, the term of each Director shall be two (2) years commencing upon the date of the annual meeting at which he or she is elected, and shall expire at the next annual meeting of Members. If the number of Directors whose terms expire at an annual meeting equals or exceeds the number of candidates, the candidates shall automatically become members of the Board of Directors effective upon the adjournment of the annual meeting. Any remaining vacancies shall be filled by the majority vote of the remaining Directors, even if the remaining Directors constitute less than a quorum, or by the sole remaining Directors. In the alternative, the Board may hold an election by the Members to fill the vacancy, which election must comply with the requirements of Section 718.112, Florida Statutes, as applicable. A Board member appointed or elected to fill a vacancy shall fill the vacancy for the unexpired term of the seat being filled. Notwithstanding anything to the contrary contained herein, all Directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation, disqualification, removal or death.

5. Abandonment or Removal From Office. A Director or officer more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law. A Director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of the suspension or the end of the Director's or officer's term of office, whichever occurs first. While such Director or officer has any such criminal charge pending, he or she may not be appointed or elected to a position as a Director or officer. However, if the charges are resolved without a finding of guilt, the Director or officer shall be reinstated for the remainder of his or her term of office, if any. As more particularly

described in Paragraph 12 of this Article III, recalls of Directors and the procedure for filling vacancies created by recall shall be governed by Section 718.112(2)(j), Florida Statutes, and the rules and regulations promulgated pursuant thereto by the Division of Florida Condominiums, Timeshares and Mobile Homes.

6. Regular Meetings. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the Membership. Additional regular meetings of the Board of Directors may be held as provided by resolution of the Board.

7. Special Meetings. Special meetings of the Board may be called by the President or a majority of the Directors for any purpose and at any time or place.

8. Real-time Communication. A Director's participation in a meeting via telephone, real-time video conferencing, or similar real-time electronic or video communication counts toward a quorum, and such Director may vote as if physically present. A speaker must be used so that the conversation of such Director may be heard by the Board members attending in person as well as by any Members present at a meeting. Members of the Board of Directors may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail.

9. Member Participation. Meetings of the Board of Directors at which a quorum is present are open to all Members. A Member may tape record or videotape the meetings, subject to the rules and regulations related thereto adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items, subject to written reasonable rules adopted by the Board of Directors governing the frequency, duration and manner of Member statements. Pursuant to Section 718.112(2)(c)3., Florida Statutes, notwithstanding any other law, the requirement that Board meetings be open to the Members does not apply to:

a. Meetings between the Board and the Association's attorney, with respect to proposed or pending litigation, if the meeting is held for the purpose of seeking or rendering legal advice; or

b. Board meetings held for the purpose of discussing personnel matters.

10. Notices. Adequate notice of all Board meetings, which must specifically identify all agenda items, must be posted conspicuously on both Condominium Properties at least forty-eight (48) continuous hours before the meeting except in an emergency. If twenty percent (20%) of the total voting interests of the Association petition the Board to address an item of business, the Board, within sixty (60) days after receipt of the petition, shall place the item on the agenda at its next regular Board meeting or at a special meeting called for that purpose. Any item not included on a notice of a meeting of the Board of Directors may be taken up on an emergency basis by a vote of at least a majority plus one of the Directors. Such emergency action must be noticed and ratified at the next regular Board meeting. However, written notice of a meeting at which a nonemergency

special assessment or an amendment to rules regarding Unit Week use will be considered must be mailed, delivered, or electronically transmitted to the Members and posted conspicuously on both Condominium Properties at least fourteen (14) days before the meeting. Upon notice to the Members, the Board shall, by duly adopted rule, designate a specific location on the each Condominium Property where all notices of Board meetings must be posted. If there is no Condominium Property or Association Property where notices can be posted, notices shall be mailed, delivered or electronically transmitted to each Member at least fourteen (14) days before the meeting. Notice of any meeting in which regular or special assessments against Members are to be considered must specifically state that assessments will be considered and provide the nature, estimated cost, and description of the purposes for such assessments.

11. Quorum and Voting. A majority of the Directors present at a meeting of the Board shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting from time to time until a quorum is present. In the case of an adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board of Directors or required by Chapter 718, Florida Statutes. At any meeting that takes place on account of a previously adjourned meeting, any business that might have been addressed at the meeting as originally called may be addressed. The vote of a majority of Directors present at a duly called meeting at which a quorum is present shall decide any matter coming before the Board, except as may be otherwise required by the Articles of Incorporation, these Bylaws, or the Declarations of Condominium. At any time the Directors shall become deadlocked in determining any issue properly before them, the issue shall be submitted to a court appointed mediator located in Pinellas County, Florida. The decision of the mediator shall be binding upon the Directors and the Association, and the cost of submitting such issue to the mediator shall be borne by the Association. A Director may join by written concurrence in any action taken at a meeting of the Board of Directors, but such concurrence may not be used for the purposes of creating a quorum. Directors may not vote by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot. A vote or abstention for each Board member shall be recorded in the minutes of the meeting. Members of the Board of Directors may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail.

12. Removal. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of the total voting interests of the Association in accordance with the provisions of Section 718.112(2)(j), Florida Statutes, and the rules and regulations pertaining thereto promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes. A special meeting of the Members to recall a member or members of the Board of Directors may be called by ten percent (10%) of the total voting interests of the Association giving notice of the meeting as required for a meeting of the Members, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

IV. COMMITTEES

1. Function. Except when specifically delegated authority to act, committees shall serve only in an advisory capacity to the Board of Directors and the Membership and shall make specific recommendations to the Board and the Members regarding those aspects of the business and affairs of the Association for which they have been delegated responsibility. Any committee shall have and may exercise all the authority granted to it by the Board of Directors, except that no committee shall have the power to:

- a. fill vacancies on the Board of Directors or on a committee;
- b. adopt, amend or repeal the Articles of Incorporation or the Bylaws;
- c. amend or repeal any resolution of the Board of Directors; or
- d. act on any matters committed by Chapters 718 or 721, Florida Statutes, the rules and regulations promulgated pursuant thereto by the Division of Condominium, Timeshares and Mobile Homes, the Articles of Incorporation, these Bylaws, the Declarations of Condominium or a resolution of the Board of Directors to another committee or to the Board.

2. Types of Committees. The Board of Directors may appoint such standing committees or ad hoc committees as it deems necessary from time to time.

3. Appointment and Term. The Board shall appoint committee members from among the Members. The Board of Directors shall designate a chairman and a secretary for each committee, which positions may be filled by one or more Members. The members of each committee shall initially be appointed at any meeting of the Board and thereafter shall be appointed at the annual meeting of the Board. Each appointee shall take office on the day of such Board meeting and shall hold office until the next annual meeting of the Board and until a successor shall have been appointed, or until his or her earlier resignation, disqualification, death or removal from office, or until such committee shall terminate, whichever first occurs.

4. Removal, Resignation and Vacancies. Any committee member may be removed from office by the Board of Directors at any time with or without cause. Any member of a committee may resign therefrom by providing written notification of such resignation to the President of the Association, and any such resignation shall become effective immediately upon receipt by the President of such written notification or at such later date as may be specified in the notification. Any vacancy occurring in the membership of any committee or any position on any committee to be filled by reason of an increase in the number of members of a committee shall be filled by the Board of Directors.

5. Regular Meetings. Regular meetings of any standing committee shall be held at such times as are determined by the chairman of the committee. There shall be no regular meetings of

an ad hoc committee unless established by the chairman of said committee.

6. Special Meetings. Special meetings of any committee may be called at any time by the chairman of the committee or by twenty-five percent (25%) of the members thereof.

7. Notice of Meetings. Notice of any committee meeting shall be mailed, hand delivered or delivered via electronic transmission to each committee member at his or her address shown in the Association records at least three (3) days before such meeting, unless notice is waived by such committee member. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the notice provisions of Section 718.112(2)(c)1., Florida Statutes. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are exempted from the provisions of Section 718.112(2)(c)1., Florida Statutes, as provided in Section 718.112(2)(c)2., Florida Statutes.

8. Quorum and Voting. A majority of the committee members will constitute a quorum. If a quorum is not present, the majority of those present may postpone the meeting from time to time. The vote of a majority of the committee members present at any legally convened meeting, shall decide any matter before the committee, unless a greater number is required by resolution of the Board. A committee member who is present at a committee meeting at which action on any matter is taken shall be presumed to have assented to such action unless such member votes against the action or abstains from voting with respect thereto. Committee meetings at which a quorum of the members are present shall be open to all Members. A Member may tape record or videotape the meetings, subject to the rules and regulations related thereto adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items, subject to written reasonable rules adopted by the Board of Directors governing the frequency, duration and manner of Member statements at committee meetings. Pursuant to Section 718.112(2)(c)3., Florida Statutes, notwithstanding any other law, the requirement that committee meetings be open to the Members does not apply to:

a. Meetings between a committee and the Association's attorney, with respect to proposed or pending litigation, if the meeting is held for the purpose of seeking or rendering legal advice; or

b. Committee meetings held for the purpose of discussing personnel matters.

9. Telephone Conferences. A committee member's participation in a meeting via telephone, real-time video conferencing, or similar real-time electronic or video communication counts toward a quorum, and such member may vote as if physically present. A speaker must be used so that the conversation of such members may be heard by the committee members attending in person as well as by any Members present at a meeting.

V. OFFICERS

1. Number. The officers shall be a President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may designate from time to time by resolution, each of whom shall be elected by the Board of Directors. Any two (2) or more offices may be held by the same person. All officers shall act without compensation.

2. Election and Term. Each officer shall be elected by the Board of Directors at the first meeting of Directors following the annual meeting of Members and shall, subject to the provisions of this Paragraph 2, hold office until a successor shall have been elected and duly qualified, or until such officer's earlier resignation, disqualification, removal or death. The initial term of each officer shall be one (1) year commencing upon the date of the meeting of the Board of Directors at which he or she is elected, and shall expire at the next succeeding annual meeting of Board.

3. President. The President shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. He shall preside at all meetings of Members and Directors. He shall sign all agreements and recordable instruments on behalf of the Association, unless otherwise provided by resolution of the Board of Directors.

4. Vice President. In the absence of the President, the Vice President, if any, shall perform the duties of the President, and when so acting, shall have all the powers and responsibilities of the President. The Vice President shall also perform such duties as may be designated by the Board of Directors.

5. Secretary. The Secretary may attest to any agreement or recordable instrument on behalf of the Association, but such attestation shall not be required. The Secretary shall record the minutes of meetings of Members and Directors. The Secretary shall have the primary responsibility, but not the exclusive right, to give notices required by these Bylaws, and shall have custody of and maintain the official records of the Association, other than those maintained by the Treasurer. The Board of Directors may elect an assistant Secretary, who shall perform the duties of the Secretary when the Secretary is absent.

6. Treasurer. The Treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected by the Board of Directors, shall disburse the same, and shall maintain the Association's financial records, which shall be available for inspection by any Member in accordance with Section 718.112(12)(c), Florida Statutes. At the discretion of the Board of Directors, the functions of the Treasurer may be delegated to and performed by a managing agent or financial institution.

7. Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. The term "persons who control or disburse funds of the Association" means those individuals authorized to sign checks, and the President, Vice-President (if any), Secretary, assistant Secretary (if any), and Treasurer of the

Association. The amount of the bond for each such person shall be governed by the provisions of Section 718.111(11)(h), Florida Statutes; provided, however, such bond shall (1) cover the maximum funds that will be in the custody of the Association at any time the bond is in force and must at least equal the sum of three (3) months assessments on all Unit Weeks in the Condominium plus the Association's reserve funds; or (2) be in an amount equal to one hundred fifty percent (150%) of the operating expenses shown in the duly adopted annual budget of the Association, plus the Association's reserve accounts, as may be required by any institutional lender for the Condominium or the Units. The bonds shall include a provision for ten (10) days written notice to the Association and to any insurance trustee, before the bond can be cancelled or substantially modified for any reason. The Association shall be named as an obligee on all such bonds and the cost of such bonds shall be a Common Expense paid by the Association.

8. Removal. Any officer may be removed, with or without cause, by a majority vote of the Board of Directors present at any meeting of the Board, and the vacancy thereby created shall be filled by an election by the Board of Directors.

VI. MANAGER AND EMPLOYEES

The Board of Directors may employ the services of a manager and other employees and agents as they shall determine appropriate to manage, operate, and care for the Condominium Properties, with such powers and duties and at such compensation as the Board may deem appropriate and provide by resolution from time to time. Such manager, employees, and agents shall serve at the pleasure of the Board and shall, to the extent required by law, comply with the requirements of Part VIII of Chapter 468, Florida Statutes. Any management agent that handles funds for the Association shall obtain a fidelity bond conforming to the requirements of Section 718.111(11)(h), Florida Statutes, and Article V, Section 7 hereof.

VII. CONTRACTS AND FINANCES

1. Contracts. In addition to the authority granted herein to the President and Vice President, if any, the Board of Directors may authorize any officer or agent to execute and deliver any contract or other instrument on behalf of the Association.

2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors, and, where required by Chapter 718, Florida Statutes, or by the Articles of Incorporation, these Bylaws or the Declarations of Condominium, said loans or indebtedness have been approved by a majority of the total voting interests of the Association.

3. Checks and Notes. All checks, drafts, and other orders for payment of money issued in the name of the Association shall be signed by the Treasurer and/or the President, or by such

officers or agents of the Association as shall from time to time be authorized by resolution of the Board of Directors. All promissory notes or other evidences of indebtedness of the Association shall be signed by the President or a Vice President.

4. Deposits. All funds of the Association shall be deposited from time to time in the name of the Association in such banks, savings and loan associations, or other depositories as the Board of Directors may select from time to time, and shall be maintained separately in the Association's name.

5. Fiscal Year. Unless otherwise established by resolution of the Board of Directors, the fiscal year of the Association shall begin on the first (1st) day of January of each year.

VIII. VACANCIES

Except as expressly provided to the contrary herein, any vacancy occurring on the Board before the expiration of a term may be filled by the affirmative vote of the majority of the remaining Directors, even if the remaining Directors constitute less than a quorum, or by the sole remaining Director. In the alternative, the Board may hold an election by the Membership to fill the vacancy, in which case the election procedures must conform to the requirements of Section 718.112(2)(d), Florida Statutes, and the rules and regulations pertaining thereto promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes. A Director elected under this Paragraph shall fill the vacancy for the unexpired term of the seat being filled.

IX. AMENDMENTS TO BYLAWS

These Bylaws may be altered or repealed only by the affirmative vote of not less than fifty-one percent (51%) of the voting interests of the Association represented in person or by proxy at a duly called meeting of the Membership at which a quorum is present. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw __ for present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

X. REGULATIONS

The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing and restricting the use and maintenance of the Units and Common Elements of both Condominiums and other property owned or operated by the Association as may be deemed necessary and appropriate. Such rules and regulations shall not be inconsistent with Chapters 718 and 721, Florida Statutes, the rules and regulations pertaining thereto promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes, the Declarations of Condominium, the Articles of Incorporation, or these Bylaws. A copy of such rules and regulations shall be made available to each Member and occupant, although the failure to furnish a copy thereof in any instance shall not affect the enforceability of any such rule or regulation.

XI. REMEDIES FOR VIOLATION

1. Legal Remedies. In the event of violation of any provisions of the applicable Declaration of Condominium, the Articles of Incorporation, these Bylaws, any rules and regulations promulgated by the Association, or Chapters 509, 718 or 721, Florida Statutes, the Association, on its own behalf, may, but is not required to, bring appropriate action to enjoin such violation or to enforce the provisions of such document or sue for damages, or take all such courses of action at the same time, or bring appropriate action for such other legal or equitable remedy as it may deem appropriate. Failure by the Association to enforce any such provision shall in no event be deemed a waiver of the right to enforce later violations by the same persons or other persons. Initiation and conclusion of the hearing procedures described hereinbelow shall not be a condition precedent to an action under this section.

2. Hearing Procedures. In the event of violation of any of the provisions of the applicable Declaration of Condominium, the Articles of Incorporation, these Bylaws, any rules and regulations promulgated by the Association, or Chapters 509, 718 or 721, Florida Statutes, the Association shall have the right to initiate in-house hearing procedures. These hearing procedures shall constitute a separate remedy for the Association, and they are not a condition precedent to the remedies described in Section 1 above. The hearing must be held before a committee of other Members who are neither members of the Board of Directors nor persons residing in a Board member's household. In any such hearing procedure, the alleged non-complying Member, or his or her tenant, guest or invitee, or other person occupying the Owner's Unit Week or on the Condominium Property or Properties, shall be given a reasonable opportunity to be heard. Said Member, or his or her tenant, guest or invitee, or other person occupying the Owner's Unit Week or on the Condominium Property or Properties, shall be notified by certified mail, return receipt requested, or by hand delivery, of any hearing before a committee of other Members at least fourteen (14) days in advance of such hearing. The notice shall include:

- a. A statement of the date, time and place of the hearing.

b. A statement of the provisions of the document which have allegedly been violated; and

c. A short and plain statement of the matters asserted by the Association.

The Member, or his or her tenant, guest or invitee, or other person occupying the Owner's Unit or on the Condominium Property or Properties against whom a remedy may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee of other Members. At the conclusion of testimony, the committee of other Members shall deliberate the evidence. By a majority vote, the committee of other Members shall determine whether a violation has occurred. If the committee of other Members concludes that a violation has taken place, it shall have the right to elect any one or a combination of the following remedies:

(1) Reprimand the appropriate party;

(2) Levy a fine not in excess of \$100.00, however a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. If the committee of other Members does not agree with the fine, the fine may not be levied.

(3) Recommend that the Board of Directors pursue action under Section 1 above.

(4) Suspend, for a reasonable period of time, the right of a Member, or his or her tenant, guest or invitee, or other person occupying the Owner's Unit Week or on the Condominium Property or Properties to use the Common Elements, common facilities, or any other Association Property. This Paragraph does not apply to Limited Common Elements intended to be used only by the Unit Week, Common Elements needed to access the Unit, utility services provided to the Unit, or parking spaces. If the committee of other Members does not agree with the suspension, it may not be imposed.

3. Cumulative. The remedies contained in this Article are in addition to and not in lieu of other remedies otherwise provided by law.

4. Costs. In the event that the Association is the prevailing party in any action brought pursuant to Section 1 above, or in the event that the Board determines that a violation has occurred pursuant to Section 2 above, then all costs and expenses incurred by the Association in such enforcement action(s), including without limitation filing and service of process fees, and attorneys' fees and costs incident to any hearing held pursuant to Section 2 above or any administrative hearing or legal or equitable proceeding, before or during any such hearing or proceeding, upon any appeal, and in any post judgment proceeding, shall be paid to the Association by the Member, or his or her tenant, guest or invitee, or other person occupying the Owner's Unit or on the Condominium

Property or Properties, or other defendant, determined to be in violation.

XII. SEAL

The Board of Directors shall provide a corporate seal, circular in form, showing the corporate name, the year and state of incorporation, and the words "corporation not for profit."

XIII. COLLECTION OF ASSESSMENTS

Assessments for the payment of Common Expenses of each Condominium shall be levied annually by the Board of Directors in the manner provided in the Declarations of Condominium. Each Unit Week's annual assessment shall be due and payable in advance to the Association on the first day of each fiscal year. Special assessments may be levied by the Board of Directors in the manner provided in the respective Declaration of Condominium or Chapters 718 or 721, Florida Statutes, and the rules and regulations promulgated pursuant thereto by the Division of Florida Condominiums, Timeshares and Mobile Homes.

XIV. CERTIFICATE OF COMPLIANCE

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board of Directors as evidence of compliance of the Condominium Property to the applicable fire and life safety code.

XV. THE CONDOMINIUM AND TIMESHARE ACTS

In the event of a conflict between the provisions of these Bylaws and Chapters 718 or 721, Florida Statutes, or in the event Chapters 718 or 721, Florida Statutes, set forth mandatory provisions that are not expressly contained herein, the terms and provisions of Chapters 718 and 721, Florida Statutes, shall control (except to the extent that Chapters 718 or 721, Florida Statutes, allow these Bylaws to vary from the provisions of Chapters 718 and 721, Florida Statutes, or expressly exempt timeshare condominiums from compliance with any provision of Chapter 718, Florida Statutes) and, to that extent, are incorporated by reference herein.

CERTIFICATE

The foregoing were adopted as the Bylaws of REDINGTON AMBASSADOR OWNERS'

ASSOCIATION, INC., a Florida corporation not for profit, on the _____ day of _____, 2016.

Director

Director

Director

Director



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 27, 2016

CORPORATION SERVICE COMPANY

The Articles of Incorporation for REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC. were filed on October 26, 2016 and assigned document number N16000010451. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the filed date or effective date indicated above. **It is your responsibility to remember to file your annual report in a timely manner.** A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Any charitable organization intending to solicit contributions in Florida from the public are required to register annually with the Division of Consumer Services. For more information, please go to www.freshfromflorida.com/divisions-offices/consumer-services/business-services/charitable-organizations.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Claretha Golden, Regulatory Specialist II
New Filing Section

Letter Number: 916A00023048

Account number: I20000000195

Amount charged: 70.00

EXHIBIT "B"

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

FILED

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ARTICLES OF INCORPORATION
of
REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC.

A corporation not for profit
existing under the laws of the State of Florida

The undersigned, pursuant to Chapters 617, 718 and 721, Florida Statutes, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit created to operate, manage and maintain a timeshare condominium, does hereby declare as follows:

ARTICLE I - NAME OF CORPORATION

The name of this corporation shall be REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association").

ARTICLE II - GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation, management and maintenance of the affairs and property of the two Condominiums known as REDINGTON AMBASSADOR RESORT, A CONDOMINIUM, and REDINGTON AMBASSADOR SOUTH, A CONDOMINIUM (hereinafter sometimes collectively referred to as the "Condominiums"), located at 16900 Gulf Boulevard, North Redington Beach, Pinellas County, Florida 33708, and to perform all acts provided in the Declaration of Condominium of Redington Ambassador Resort, a Condominium, recorded in O.R. Book 5875, at Page 1401, Public Records of Pinellas County, Florida, and in the Declaration of Redington Ambassador South, a Condominium, recorded in O.R. Book 8844, at Page 65, Public Records of Pinellas County, Florida, both as duly amended from time to time (hereinafter sometimes collectively referred to as the "Declarations of Condominium"), and Chapters 617, 718 and 721, Florida Statutes.

ARTICLE III - POWERS

3.1 The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth the Declarations of Condominium, and all exhibits attached thereto, as duly amended from time to time, and all of the powers and duties set forth in Chapters 617, 718 and 721, Florida Statutes. Without limiting the generality of the foregoing, the duties of the Association include, but are not limited to:

A. Operation, management, maintenance, repair and replacement of all Accommodations and Facilities of the Condominiums constituting the Timeshare Plans.

B. Collection of all Assessments for Common Expenses of each Condominium

and of the Association.

C. Providing each year to all Unit Week Owners an itemized annual budget for each Condominium and for the Association, which shall include all estimated revenues and expenses.

D. Maintenance of all books and records concerning the Condominiums, the Association and the Timeshare Plans so that all such books and records are reasonably available for inspection by any Unit Week Owner or the authorized agent of such Unit Week Owner. Notwithstanding any provision of Chapter 718, Florida Statutes, to the contrary, the managing entity may not furnish the name, address, or electronic mail address of any Unit Week Owner to any other Unit Week Owner or authorized agent thereof unless the Unit Week Owner whose name, address, or electronic mail address is requested first approves the disclosure in writing.

E. Maintenance among its records and providing to the Division of Florida Condominiums, Timeshares and Mobile Homes, upon request, a complete list of the names and addresses of all Unit Week Owners. The managing entity shall update this list no less frequently than quarterly. Pursuant to Section 721.13(3)(d), Florida Statutes, the managing entity may not publish this owner's list or provide a copy of it to any Unit Week Owner or authorized agent thereof, nor to any third party other than the Division.

F. Arranging for an annual audit of the financial statements of each of the Condominiums and the Association by a certified public accountant licensed by the Board of Accountancy of the Department of Business and Professional Regulation, in accordance with generally accepted auditing standards as defined by the rules of the Board of Accountancy of the Department of Business and Professional Regulation. The financial statements required by this section must be prepared on an accrual basis using fund accounting, and must be presented in accordance with generally accepted accounting principles.

G. Making available for inspection by the Division of Florida Condominiums, Timeshares and Mobile Homes any books and records of the Condominiums, the Association and/or the Timeshare Plans upon request of the Division.

H. Scheduling occupancy of the timeshare Units.

I. Performing any other functions or duties which are necessary and proper to operate, manage, maintain, repair and/or replace the Accommodations and/or Facilities of the Condominiums and to operate the Timeshare Plans and the Association.

J. Entering into an ad valorem tax escrow agreement prior to the receipt of any ad valorem tax escrow payments into the ad valorem tax escrow account, as long as an independent escrow agent is required by Section 192.037, Florida Statutes.

3.2 Notwithstanding anything contained in Chapter 718, Florida Statutes, to the contrary, Unit Week Owners shall not have the power to cancel contracts entered into by the managing entity relating to a master or community antenna television system, a franchised cable television service, or any similar paid television programming service or bulk rate services agreement.

ARTICLE IV.- BUDGETS

4.1 The Board of Directors of the Association shall from time to time, but at least annually, prepare and adopt a budget for each of the Condominiums and for the Association, determine the amount of Assessments payable by the Unit Week Owners to meet the Common Expenses of their respective Condominiums and of the Association, and allocate and assess such expenses among the Unit Week Owners of each Condominium in accordance with the respective Declarations of Condominium, these Articles of Incorporation, the requirements of Chapters 718 and 721, Florida Statutes, and the rules and regulations promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes.

4.2 Each budget shall disclose:

- A. Estimated expenses specific to a Condominium such as the maintenance, deferred maintenance or replacement of the Common Elements which shall be provided for in the budget for the specific Condominium;
- B. Estimated expenses of the Association that are not specific to a Condominium such as the maintenance, deferred maintenance or replacement of the property serving more than one Condominium which shall be provided for in the Association budget;
- C. Each Unit Week's share of the estimated expenses of the Association, which shall be shown on the individual Condominium budgets;
- D. The estimated revenues of each Condominium and of the Association.

ARTICLE V.- MEMBERS

5.1 All persons owning a vested present interest in a specific Unit Week at either Redington Ambassador Resort, a Condominium, or Redington Ambassador South, a Condominium (hereinafter sometimes collectively referred to as the "Condominiums"), located at 16900 Gulf Boulevard, North Redington Beach, Pinellas County, Florida 33708, and to perform all acts provided in the Declaration of Condominium of Redington Ambassador Resort, a Condominium, recorded in O.R. Book 5875, at Page 1401, Public Records of Pinellas County, Florida, and in the Declaration of Condominium of Redington Ambassador South, a Condominium, recorded in O.R. Book 8844, at Page 65, Public Records of Pinellas County, Florida, both as duly amended from time to time

(hereinafter sometimes collectively referred to as the "Declarations of Condominium"), which interest is evidenced by a duly recorded proper instrument in the Public Records of Pinellas County, Florida, shall be Members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall terminate automatically and immediately at the time a Member's vested present interest in a Unit Week terminates.

5.2 The change of Membership in the Association shall be evidenced in the Association records upon delivery to the Association of a copy of the recorded deed or other instrument of conveyance transferring fee title to the Member's Unit Week. The predecessor in interest or his or her agent, or a person providing resale transfer services for the predecessor in interest pursuant to Section 721.17(3), Florida Statutes, or his or her agent, shall deliver to the Association a copy of the recorded deed or other instrument of conveyance with the name and mailing address of the successor in interest within fifteen (15) days after the date of transfer, and after such delivery the successor in interest shall be listed by the Association as the Owner of the Unit Week on the books and records of the Association. The Association shall not be liable to any person for any inaccuracy in the books and records of the Association arising from the failure of the predecessor in interest to timely and correctly notify the Association of the name and mailing address of the successor in interest.

5.3 Membership shall be appurtenant to and shall not be separated from ownership of the Unit Week. Each Member's undivided interest in the Common Elements appurtenant to the Member's Unit Week shall be as more particularly described in the respective Declarations of Condominium. Each Member's share in the Common Surplus of the Condominium in which the Member's Unit Week is located shall be as more particularly described in the respective Declarations of Condominium; provided, however, that the Member's share of the Common Surplus of the Association, separate and distinct from the Common Surplus of the Condominiums, shall be one/one thousand nine hundred twenty-fourth (1/1,924th) for each Unit Week owned by the Member.

5.4 Prior to the Effective Date of the merger of the Association, Redington Ambassador Resort Condominium Association, Inc. and Redington Ambassador South Association, Inc. pursuant to a Plan of Merger duly adopted by the Unit Week Owners of the Condominiums, the subscriber hereto shall constitute the sole member of the Association.

ARTICLE VI- VOTING RIGHTS

The Association shall have one class of Membership. Members shall be entitled to one (1) vote per Unit Week at Membership meetings. When more than one (1) person owns a Unit Week, the one (1) vote for that Unit Week shall be exercised as they, among themselves, determine and advise the Secretary of the Association, in writing, prior to the time the meeting is called to order, but in no event shall more than the one (1) vote allocated to that Unit Week be cast, and the vote will not be divided among the Owners of any one Unit Week. In the absence of any such notification to the Secretary of the Association, the vote allocated to the Unit Week shall be suspended if more than

one (1) person seeks to exercise it. If a Member owns more than one (1) Unit Week, such Member shall have the right to cast the one (1) vote allocated to that Unit Week for each Unit Week owned.

ARTICLE VII- INCOME DISTRIBUTION

The Association shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any Member, Director or officer of the Association, nor to any other private individual, except as compensation for services actually rendered to the Association, and then only to the extent allowed by Chapters 718 and 721, Florida Statutes.

ARTICLE VIII- EXISTENCE

The Association shall exist perpetually unless dissolved according to law.

ARTICLE IX.- REGISTERED OFFICE, REGISTERED AGENT, PRINCIPAL PLACE OF BUSINESS

The registered office of the Association shall be at 3078 Eastland Boulevard, Unit 309A, Clearwater, Florida 33761-4149, and the registered agent at such address shall be CHRISTIE S. JONES, ATTORNEY AT LAW, until such time as another registered agent is appointed by resolution of the Board of Directors. The initial principal place of business of the Association shall be 16900 Gulf Boulevard, North Redington Beach, Florida 33708.

ARTICLE X.- BOARD OF DIRECTORS

10.1 The business of the corporation shall be conducted and all affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3) persons. Subject to the foregoing sentence, the number of Directors may be increased or decreased from time to time by the affirmative vote of a majority of the members of the Board of Directors present at a duly called meeting of the Board at which a quorum is present.

10.2 After the terms of the initial Directors described herein expire, Directors shall be elected at the annual meeting of the Membership in the manner provided in the Bylaws and Chapter 718, Florida Statutes, as applicable.

10.3 Except as expressly authorized pursuant to Chapters 718 and 721, Florida Statutes, the Directors shall not be compensated by the Association for their services as Directors.

10.4 The names and mailing addresses of the initial Board of Directors are as follows:

<u>Name</u>	<u>Address</u>	<u>Initial Term</u>
DUANE E. PIKE	16900 Gulf Boulevard North Redington Beach, Florida 33708	2 years
LEWIS WILSON	16900 Gulf Boulevard North Redington Beach, Florida 33708	2 years
MIKE McGEE	16900 Gulf Boulevard North Redington Beach, Florida 33708	1 year
ROBERT KRAMER	16900 Gulf Boulevard North Redington Beach, Florida 33708	1 year

10.5 Only the members of the Board of Directors shall be entitled to approved the merger of the Association, Redington Ambassador Resort Condominium Association, Inc. and Redington Ambassador South Association, Inc. pursuant to a Plan of Merger duly adopted by the Unit Week Owners of the Condominiums. Such approval shall be by a majority of all of the members of the Board of Directors at a duly called meeting of the Board at which a quorum is present.

ARTICLE XI- RECALL AND REMOVAL OF DIRECTORS

Subject to the provisions of the provisions of Chapter 718 Florida Statutes, and any rules and regulations promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes pursuant thereto, members of the Board of Directors may be recalled from office with or without cause, by the affirmative vote of a majority of the total voting interests of the Association.

ARTICLE XII- INDEMNIFICATION OF OFFICERS AND DIRECTORS

12.1 Every Director and every officer of the Association shall, to the maximum extent required and allowed by Florida law, be indemnified by the Association against all expenses and liabilities, including, but not limited to, attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceeding or the settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or officer may be entitled.

12.2 The Association may purchase and maintain insurance on behalf of all officers and Directors against any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such, and the premiums and all other costs associated with such insurance shall be a Common Expense of the Association.

ARTICLE XIII.- BYLAWS

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

ARTICLE XIV.- AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

14.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

14.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Members of the Association. A Member may propose an amendment by an instrument in writing directed to any member of the Board which has been signed by Members holding not less than ten percent (10%) of the total voting interests of the Association. Amendments may be proposed by the Board of Directors by the action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his or her refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fourteen (14) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Amendments to these Articles must be approved by the affirmative vote of not less than fifty-one percent (51%) of the voting interests of the Association who are present, in person or by proxy, at a duly called meeting of the Members at which a quorum has been obtained.

14.3 No amendment shall make any material changes in the qualifications for Membership nor the voting rights of the Members, without the approval in writing by all Members. No amendment shall be made that is conflict with Chapters 617, 718, or 721, Florida Statutes, or any rules or regulations promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes pursuant thereto, or that is in conflict with either of the Declarations of Condominium more particularly described above, as duly amended from time to time.

14.4 A copy of each amendment to these Articles shall be filed with the Secretary of State, and a certified copy issued by the Secretary of State shall be recorded in the Public Records of Pinellas County, Florida.

ARTICLE XV.- CHAPTERS 718 AND 721, FLORIDA STATUTES

Notwithstanding anything to the contrary contained in this Article XV, in the event of a conflict between the provisions of Chapters 718 and 721, Florida Statutes, or the rules and regulations promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes pursuant thereto, the provisions of Chapter 721, Florida Statutes, and the rules and regulations promulgated by the Division of Florida Condominiums, Timeshare and Mobile Homes related thereto, shall control. In the event of a conflict between the provisions of these Articles of Incorporation and Chapters 718 or 721, Florida Statutes, or in the event Chapters 718 or 721, Florida Statutes, set forth mandatory provisions that are not expressly contained herein, the terms and provisions of Chapters 718 and 721, Florida Statutes, shall control (except to the extent that Chapters 718 or 721, Florida Statutes, allow these Articles of Incorporation to vary from the provisions of Chapters 718 or 721, Florida Statutes, respectively, or expressly exempt timeshare condominiums from compliance with any provision of Chapter 718, Florida Statutes) and, to that extent, are incorporated by reference herein.

ARTICLE XVI.- SUBSCRIBER

The name and street address of the subscriber to these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
THOMAS D. ADAMS	16900 Gulf Boulevard North Redington Beach, Florida 33708

The undersigned, being the Incorporator of this corporation, for the purpose of forming this corporation not for profit under the laws of the State of Florida, has executed these Articles of Incorporation this 25 day of October, 2016.



THOMAS D. ADAMS

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me, a notary public authorized to take acknowledgments in the State and County set forth above, this by THOMAS D. ADAMS, who is personally known to me and who did not take an oath, and he acknowledged to and before me that he executed said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal this 25 day of October, 2016, in

the aforesaid County and State.

NOTARY PUBLIC


Signature of Notary Public

Catherine Cassetti
Printed Name of Notary Public

Commission Number:

My Commission Expires:



**CERTIFICATE DESIGNATING REGISTERED AGENT
AND STREET ADDRESS FOR SERVICE OF PROCESS
WITHIN FLORIDA**

Pursuant to Section 48.091, Florida Statutes, REDINGTON AMBASSADOR OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, desiring to organize under the laws of the State of Florida, hereby designates CHRISTIE S. JONES, ATTORNEY AT LAW, located at 3078 Eastland Boulevard, Unit 309A, Clearwater, Florida 33761-4149, as its Registered Agent to accept service of process within the State of Florida.

ACCEPTANCE BY REGISTERED AGENT

Having been named Registered Agent and designated to accept service of process for the above named corporation, at the place designated herein, I hereby state that I am familiar with and accept the appointment as Registered Agent and agree to act in this capacity

Dated the 26th day of October, 2016.


CHRISTIE S. JONES, ATTORNEY AT LAW

FILED
16 OCT 28 AM 9:10
CLERK OF DISTRICT COURT
CLERK OF DISTRICT COURT