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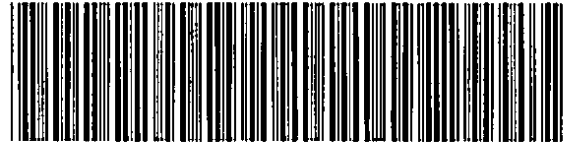
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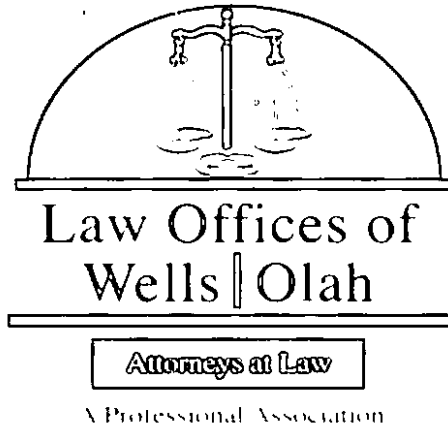
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Derrick Thompson

Condominium, Homeowner
and Cooperative Associations



Kevin T. Wells, Esq.
Paul E. Olah, Jr., Esq.



Civil Litigation
Construction Litigation

Michael W. Cochran, Esq.
Jackson C. Kracht, Esq.
Joseph A. Gugino, Esq.
Steven K. Teuber, Esq.

August 5, 2020

Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Certificate of Amendment
The Gardens Condominiums Association, Inc.

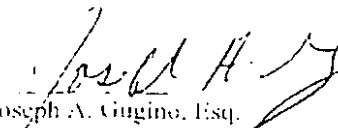
Dear Sir or Madam:

Please file the enclosed original Articles of Incorporation for the above-referenced corporation. Also enclosed is check #9188 in the amount of \$87.50 for the filing fee, registered agent and certified copy fees. Please return a **certified copy** to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

OFFICES OF WELLS | OLAH, P.A.


Joseph A. Gugino, Esq.
jgugino@kevinwellspla.com

JAG/sjc
Enclosures

ARTICLES OF INCORPORATION
OF
FAINE APARTMENTS, a Condominium
(A Corporation Not-For-Profit)

The undersigned incorporator, for the purpose of forming a not-for-profit corporation under the Florida Not-for-Profit Corporation Act, hereby adopts the following Articles of Incorporation.

ARTICLE 1.
NAME OF CORPORATION

The name of this Corporation shall be **FAINE APARTMENTS ASSOCIATION, INC.** ("Corporation").

ARTICLE 2.
PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

2.1 The principal office and mailing address of this Corporation shall be 420 Firehouse Court, Unit 7, Longboat Key, Florida 34228. The Corporation's Board of Directors (the "Board" or "Board of Directors") may change the location of the principal office from time to time in the manner provided by law.

ARTICLE 3.
PURPOSES

3.1 Purposes. The purposes for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes ("Condominium Act") for the administration and operation of **FAINE APARTMENTS, a Condominium**, located in Manatee County, Florida and to perform all acts provided in the Condominium Documents and Florida law.

3.2 Distribution of Income. The Association shall be organized as a Florida not for profit corporation. As such, it shall issue no stock and make no distribution of income to its Members, directors or officers. The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the condominium known as **FAINE APARTMENTS**, located in Manatee County, Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and the Florida Condominium Act, Chapter 718, Florida Statutes.

ARTICLE 4.
POWERS

4.1 Common Law and Statutory Powers. The Association's Board of Directors shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with the terms of these Articles of Incorporation, the Association Bylaws, the Declaration of Condominium or the Condominium Act.

4.2 Specific Powers. The Association's Board of Directors shall have all of the powers and duties set forth in the Condominium Act and Chapter 617, Florida Statutes ("Florida Not for Profit Corporation Act"). The Association shall also have all the powers and duties set forth in the Declaration of Condominium (herein, the "Declaration") and the Association Bylaws, as they may be amended from time to time; and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and the Condominium Act, including, but not limited to, the following:

A. To make, amend and collect annual Assessments and Special Assessments against Members as Unit Owners to defray the Common Expenses and losses of the Association.

B. To use the proceeds of Assessments in the exercise of its powers and duties.

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

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

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

F. To make and amend reasonable Rules and Regulations regarding the Common Elements, Limited Common Elements, the Condominium Units and the operation and administration of the Association.

G. To approve or disapprove the transfer, lease, mortgage and ownership of a Unit, as more provided in the Condominium Documents.

H. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles of Incorporation, the Bylaws and the Rules and Regulations.

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

J. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association and the Condominium Property.

K. To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium Property, intended to provide for the enjoyment, recreation or other use benefits of the unit owners.

L. To purchase, acquire or take title to Units within the Condominium for any purpose and to hold lease, sell, mortgage, use or convey such Units on terms and conditions approved by the Board of Directors.

M. To grant, modify, move or terminate easements over, under or through the Common

Elements of Association Property.

- N. To sue and be sued.
- O. To borrow money and secure the same by assigning Assessments, lien rights, Assessment collection authority, and by execution of mortgages encumbering the Association real property (but not the Common Elements) and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association.
- P. To create, modify, and disband committee(s).
- Q. To further improve the Condominium Property, both real and personal, and to purchase realty and items of furniture, personal property, furnishings, and equipment.
- R. To exercise such other powers and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth in the Condominium Documents and as permitted by the laws of Florida.
- S. To name and authorize a sales and/or rental agent for the Condominium.
- T. To use the proceeds of Assessments to encourage and facilitate social interaction among the Owners, renters and occupants of the Units.

4.3 Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers and any other powers authorized by the provisions of Section 718.1265, Florida Statutes, and Sections 617.0207 and 617.0303, Florida Statutes, all as amended from time to time. For purposes of this Section 3.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

- A. Conduct meetings of the Board of Directors and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting in the Condominium or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors' decisions may be communicated as provided herein. The Directors in attendance at such a meeting of the Board of Directors, if more than one (1) Director, shall constitute a quorum.
- B. Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.
- C. Name as interim assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.
- D. Relocate the Association's principal address or designate alternative principal addresses.

E. Enter into agreements with governmental agencies, local counties and municipalities to assist counties and municipalities with debris removal and other emergency assistance.

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

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

H. Require the evacuation of the Condominium in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any Unit Owner, tenant, guest, occupant, or invitee fail or refuse to evacuate the Condominium where the Board of Directors has required evacuation, the Association shall be immune from any and all liability or injury to persons or property arising from such failure or refusal.

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

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

K. Contract, on behalf of any Unit Owner, for items or services for which Unit Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Common Elements, Condominium Property or Association Property. In such event, the Unit Owner on whose behalf the Board of Directors has contracted shall be responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use any Assessment and claim of lien authority provided by Section 718.116, Florida Statutes, or the Declaration, to enforce collection of such charges.

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

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

N. Corporate action taken in good faith to meet the emergency needs of the Association or its Members shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a Director, Officer, or employee of the Association. An officer, director, or employee of the Association acting in good faith and in accordance with this Article 3, Section 3.3 herein shall only be liable for willful misconduct.

The special powers authorized in Article 3, Section 3.3 herein shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Condominium Property, the Association and Association Property, the Unit Owners, tenants, guests, occupants and invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Common Elements and Association Property.

4.4 Assets Held in Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Condominium Act, the Declaration, these Articles of Incorporation and the Bylaws.

4.5 Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Condominium Act, the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE 5. BOARD OF DIRECTORS

This Corporation shall have five (5) directors initially. The number of directors may be changed from time to time by Bylaws adopted by the shareholders. The name and address of each member of the Initial Board of Directors are:

Barry Thomas, President
420 Firehouse Court, Unit 2,
Longboat Key, Florida 34228

Lou Louizides, Treasurer
420 Firehouse Court, Unit 3,
Longboat Key, Florida 34228

Mary Lou Faine, Vice President
420 Firehouse Court, Unit 7,
Longboat Key, Florida 34228

Lori Norgart, Member-At-Large
420 Firehouse Court, Unit 5,
Longboat Key, Florida 34228

John Percy, Secretary
420 Firehouse Court, Unit 6,
Longboat Key, Florida 34228

**Representative of The Board of Directors
of the Faine Apartments Association, Inc.**
420 Firehouse Court, Unit 7
Longboat Key, Florida 34228

ARTICLE 6. OFFICERS

The affairs of the Corporation shall be administered as directed by the Board of Directors and by the officers designated in the Bylaws. The officers shall be elected by the Board. Officers shall serve at the pleasure of the Board of Directors.

**ARTICLE 7.
CORPORATE TERM OF EXISTENCE**

The term of which this Corporation is to exist shall be perpetual, unless sooner dissolved according to law.

**ARTICLE 8.
REGISTERED OFFICE AND REGISTERED AGENT**

The registered agent and office of the Corporation, until otherwise determined by the Board, shall be KEVIN T. WELLS, c/o Law Offices of Wells | Olah, P.A., 1800 Second Street, Suite 808, Sarasota, Florida 34236. The Corporation's Board of Directors is authorized to change its registered agent and registered office in the manner provided by law.

**ARTICLE 9.
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

9.1 Indemnity. The Corporation shall indemnify any Officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or committee member of the Corporation, against expenses (including without limitation attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless: (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the Corporation, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and committee members as permitted by Florida law.

9.2 Defense. To the extent that a Director, Officer, or committee member of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 9.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

9.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding upon

receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized by this Article 9.1.

9.4 Miscellaneous. The indemnification provided by this Article 9.1 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

9.5 Insurance. The Corporation has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Corporation, or a Director, Officer, employee, or agent of another Corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

9.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 9.1 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

9.7 Delegation. To the extent permitted by law, the powers and duties of the Directors and Officers may be delegated for the purpose of management.

ARTICLE 10. AMENDMENTS TO THE ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended as follows:

10.1 Proposal. Amendments to these Articles of Incorporation may be proposed either by the President, or by a majority of the Board.

10.2 Adoption. Approval of a proposed amendment to these Articles of Incorporation must be by a majority of the Board.

10.3 Automatic Amendment. These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of these Articles of Incorporation. Whenever Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles of Incorporation, the Board of Directors may operate the Corporation pursuant to the less stringent requirements. The Board of Directors, may adopt by majority vote, amendments to these Articles of Incorporation as the Board of Directors deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, and 617 of the Florida Statutes, or such other statutes

or administrative regulations as required for the operation of the Corporation, all as amended from time to time.

10.4 Certification. A copy of each amendment to the Articles shall be filed with the Florida Secretary of State, along with a certificate of amendment executed by the appropriate officers of the Corporation attesting that the amendment has been lawfully adopted. The Corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles.

ARTICLE 11. BYLAWS

The Bylaws may be amended in the manner provided in the Bylaws.

ARTICLE 12. REMOVAL OF DIRECTORS AND OFFICERS

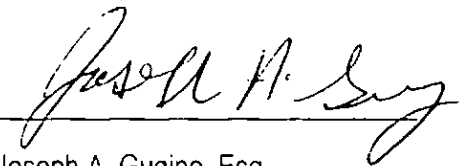
The shareholders of this Corporation shall be entitled to remove any director and officer from office at any time for any reason whatsoever whether or not there is cause for removal.

ARTICLE 13. INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is:

Joseph A. Gugino, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236

The undersigned has executed these Articles on ^{August 4}~~July 1~~, 2020

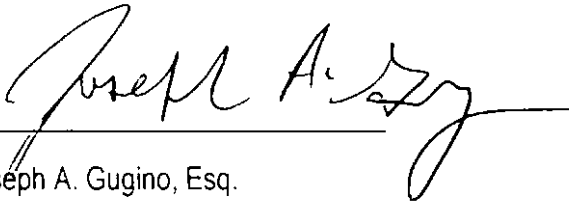
A handwritten signature in cursive script, appearing to read "Joseph A. Gugino", written over a horizontal line.

Joseph A. Gugino, Esq.

"Incorporator"

ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

Having been named as registered agent and to accept service of process at the place designated in the Articles, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.



Joseph A. Gugino, Esq.

DATE: August 4, 2020