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(City/State/Zip/Phone #)

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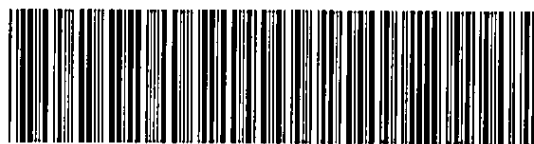
(Business Entity Name)

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2021 JUL 29 PM 2:20

FILED

Amended
Restated

JUL 29 2021

ALBRITTON --



July 26, 2021

Florida Department of State
Division of Corporations
Attn: Irene Albritton, Regulatory Specialist
P.O. Box 6327
Tallahassee, FL 32314

RE: Whisper Trace Condominium Association, Inc.
Document No. N97000000116

Dear Ms. Albritton:

Hamilton Mikes, P.A. serves as attorney and legal counsel to Whisper Trace Condominium Association, Inc. (the "Association").

This letter follows our recent telephone call regarding the Articles of Restatement of Articles of Incorporation.

On April 7, 2021, at the time the members adopted the proposed amendments to the Articles of Incorporation, the registered agent for the Association was American Property Management Services, Inc. On May 14, 2021, after the members adopted the proposed amendments, the Association designated a new registered agent, Southwest Property Management. Southwest Property Management is the current registered agent for the Association. Based on this clarification, you advised that a signature from the registered agent is not required for this filing.

Finally, the reference to Section 617.1007, Florida Statutes has been made to the Articles of Restatement of Articles of Incorporation. The Articles of Restatement of Articles of Incorporation and Amended and Restated Articles of Incorporation are enclosed herewith.

Please contact me if you need additional information to process this filing.

Sincerely,


AnnaDanielle Carter, JD

* Changed RA/RA
After Document
was mailed in...!
Enclosures (as stated)



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RECEIVED

2021 JUL 29 AM 11:28

July 15, 2021

SCANNED

HAMILTON MIKES
% ANNADANIELLE CARTER, JD
3301 BONITA BEACH ROAD - STE. 200
BONITA SPRINGS, FL 34134

SUBJECT: WHISPER TRACE CONDOMINIUM ASSOCIATION, INC.
Ref. Number: N97000000116

We have received your document for WHISPER TRACE CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Amended and Restated Articles for a non-profit company are file pursuant to 617.1007, Florida Statutes.

Please correct your document to reflect that it is filed pursuant to the correct statute number.

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

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.

Irene Albritton
Regulatory Specialist II

Letter Number: 221A00016317

↓
850-245-6964 (12:20 PM)

ARTICLES OF RESTATEMENT OF ARTICLES OF INCORPORATION

Pursuant to the provisions of Sections 617.01201 and 617.¹⁰⁰⁷~~1006~~, Florida Statutes, the undersigned corporation restates its Articles of Incorporation.

- A. The name of the corporation is Whisper Trace Condominium Association, Inc.
- B. The restatement contains amendments to the Articles of Incorporation requiring member approval.
- C. The attached restated Articles of Incorporation were adopted by the membership.
- D. The attached restated Articles of Incorporation were adopted by the required vote of the members on the 7th day of April, 2021.
- E. The number of votes cast were sufficient for approval.
- F. The duly adopted restated Articles of Incorporation supersede the original Articles of Incorporation and all amendments to them.

Dated this 3 day of June, 2021.

Witnesses:

WHISPER TRACE CONDOMINIUM
ASSOCIATION, INC.

Nichelle Lopez

By: NICHELE Register

Marie Dotsikas

By: MARIE DOTSIKAS

Francis Bilardo

By: Francis Bilardo
Association President

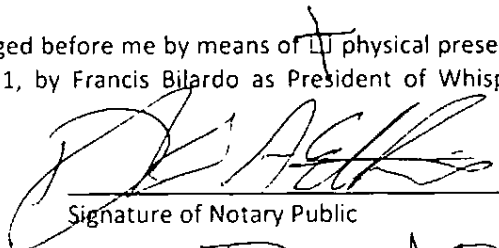
(Corporate Seal)

2021 JUN 29 PM 2:20

FILED

STATE OF PA
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of June, 2021, by Francis Bilardo as President of Whisper Trace Condominium Association, Inc.


Signature of Notary Public

Print Name: David A. Etkin

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced _____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
David A. Etkin, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires July 24, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

AMENDED AND RESTATED ARTICLES OF INCORPORATION.

OF

WHISPER TRACE CONDOMINIUM ASSOCIATION, INC.

**SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION – SEE CURRENT ARTICLES OF
INCORPORATION FOR CURRENT TEXT**

These are the Amended and Restated Articles of Incorporation for Whisper Trace Condominium Association, Inc., originally filed with the Florida Department of State on January 2, 1997, under Charter Number N97000000116. Amendments included have been added pursuant to Chapter 617, Florida Statutes (hereinafter referred to as the "Florida Not For Profit Corporation Act").

I. NAME

1.1 The name of the corporation (hereinafter called "the Association") is Whisper Trace Condominium Association, Inc.

II. REGISTERED OFFICE, REGISTERED AGENT

2.1 The name and address of the current registered office is American Property Management Services, Inc. located at 8825 Tamiami Trail East, Naples, Florida 34113. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

III. PURPOSE

3.1 The purpose and object for which the Association is organized are any and all purposes authorized to be performed by a corporation not for profit under Chapter 617 of the Florida Statutes, together with any association under Chapter 718 of the Florida Statutes. As used herein, the term "corporation not for profit" means a corporation no part of the income of which is distributable to its members, directors and officers.

3.2 Without limiting the generality of the foregoing, the purposes for which the Association is organized shall include maintenance, preservation, administration, operation, and management of Whisper Trace, a condominium formed pursuant to the Florida Condominium Act and the Declaration of Condominium.

IV. ASSOCIATION MEMBERSHIP

4.1 Each owner of a Condominium Unit shall have appurtenant to his ownership interest a membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities owning such Unit, except that no person or entity holding title to a Unit as security for the performance of an obligation shall acquire the membership appurtenance to such Unit by virtue of such security interest. In no event may any membership be severed from the Unit to which

it is appurtenant. Membership in the Association shall cease and terminate upon the sale, transfer or disposition of the member's ownership interest in his Condominium Unit. If transfer of a Unit has occurred without approval of the Association, and if in contravention of the provisions of the Declaration, the Association need not recognize a record Owner as the "Member," unless the Association chooses to ratify or waive its objection to the transfer of title.

4.2 As used in these Articles of Incorporation, the Bylaws and the Declaration of Condominium, the term "Unit Owners" shall be synonymous with the term "members" when referring to the members of the Association.

V. VOTING RIGHTS OF UNIT OWNERS

5.1 Owners of each Unit, as members of the Association, shall have one (1) vote for each Unit owned by such Unit Owner, provided, however, in the event that Unit is owned by more than one person, the persons owning said Unit are entitled to cast a single vote in the manner provided for in the Bylaws.

VI. MEETING OF UNIT OWNERS

6.1 The Bylaws shall provide for an annual meeting of Members and may provide for regular and special meetings of Members other than the annual meetings.

VII. DIRECTORS

7.1 **Number and Qualification.** The property, business, and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three Directors.

7.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations shall be exercised exclusively by or under the direction of the Board of Directors, as provided in the Bylaws, subject only to approval by Members when such approval is specifically required.

7.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

VIII. OFFICERS

8.1 The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of Officers, for filling vacancies, and for the duties of the Officers.

IX. BYLAWS

9.1 The Bylaws may be amended in accordance with the provisions thereof.

X. DURATION

10.1 The period of duration of the Association is perpetual, unless sooner terminated pursuant to the provisions of the Declaration of Condominium or pursuant to the provisions of the laws of the State of Florida.

XI. DISTRIBUTION OF INCOME

11.1 The Association shall make no distribution of income to its Members, Directors, or Officers. This provision shall not apply to the distribution of insurance proceeds as provided in the Declaration, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declaration and the Act, nor reimbursement for expenses as may be authorized by the Board.

XII. POWERS

12.1 The Association shall have and may exercise any and all rights, privileges, and powers set forth in Chapters 617 and 718 of the Florida Statutes, together with those powers conferred by the aforesaid Declaration of Condominium and any and all Bylaws of the Association. Without limiting the generality of the foregoing, the Association shall have the following powers:

(a) To determine, levy, collect and enforce payment by any lawful means of all assessments for common expenses and pay such common expenses as the same become due.

(b) To take and hold by lease, gift, purchase, grant, devise, or bequest any property, real or personal, including any Unit in the Condominium; to borrow money and mortgage any such property to finance the acquisition thereof; and to transfer, convey, and lease any such as may be necessary or convenient in the administration of the Association and the operation of the Condominium.

(c) To dedicate or otherwise transfer all or any portion of the Common Elements to any municipality, public agency, authority, or utility as may be necessary or convenient in the administration of the Association and the operation of the Condominium.

(d) To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property and any other property acquired or leased by the Association.

(e) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, Committee Members, and Members as Unit Owners.

(f) To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements,

and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

(g) To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Units as may be provided by the Declaration.

(h) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and other applicable laws, and the policies of the Association.

(i) To contract for the management of the Condominium and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those that require specific, non-delegable approval of the Board of Directors or the membership of the Association.

(j) To employ personnel to perform the services required for proper operation of the Condominiums.

(k) To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, special Assessments, or income or rights.

(l) All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Act, Declaration, these Articles, and the Bylaws.

12.2 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles, the Bylaws, and the Act.

XIII. AMENDMENTS

These Articles may be amended in the following manner:

13.1 **Proposal of Amendments.** An amendment may be proposed by the President of the Association, the Directors, or by 25% of the entire Voting Interests.

13.2 **Proposed Amendment Format.** Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be struck through. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER _____ FOR PRESENT TEXT."

13.3 **Notice.** Written notice setting forth the proposed amendment or a summary of the changes shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

13.4 **Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a vote of 75% of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of 75% of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

13.5 **Effective Date.** An amendment when adopted shall become effective after being recorded in the Public Records of Collier County, Florida according to law and filed with the Secretary of State according to law.

XIV. INDEMNIFICATION

14.1 **Indemnity.** The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (1) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (2) 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 failed to act in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

14.2 **Defense.** To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 14.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

14.3 **Advances.** Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or

Committee Member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article 14. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred before the final disposition of the subject action.

14.4 **Miscellaneous.** The indemnification provided by this Article 14 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.

14.5 **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him or her against such liability under the provisions of this Article.