

SECOND AMENDED AND RESTATED

ARTICLES OF INCORPORATION OF

SEA VILLA APARTMENTS, INC.

A Corporation Not for Profit

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

The Members of **SEA VILLA APARTMENTS, INC.** (the "Association") adopt these Second Amended and Restated Articles of Incorporation. These Second Amended and Restated Articles of Incorporation replace and supersede the original Articles of Incorporation and all previous amendments thereto. The Original Declaration of Condominium for SEA VILLA APARTMENTS, INC. was recorded at Official Records Book 676, Page 94 *et seq.* in the Public Records of Sarasota County, Florida.

All terms used in these Articles of Incorporation have the same meaning, to the extent applicable, as set forth in the Association's Declaration of Condominium, Bylaws, the Florida Condominium Act (Chapter 718, Florida Statutes), the Florida Not For Profit Act, all as subsequently amended or renumbered from time to time.

**ARTICLE I.
NAME OF ASSOCIATION**

The name of the corporation shall be "SEA VILLA APARTMENTS, INC."

**ARTICLE II.
PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS**

The principal place of business and mailing address of this Corporation shall be 1205 Tarpon Center Drive, Venice, Florida 34285. The Association's Board of Directors (the "Board" or "Board of Directors") may change the location of the principal office and mailing address from time to time in the manner provided by law.

**ARTICLE III.
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Florida Condominium Act") and Chapter 617, Florida Statutes (the "Florida Not For Profit Corporation Act") for the operation and administration of SEA VILLA APARTMENTS CONDOMINIUM, and all the real property contained therein (the "Condominium Property") located in Sarasota County, Florida.

ARTICLE IV. POWERS

4.1 Common Law and Statutory Powers: The Association shall have all of the common law and statutory powers of a corporation not for profit (Chapter 617, Florida Statutes), and the powers and duties of an association as set forth in the Declaration of Condominium, and Bylaws, if not inconsistent with Chapter 718, Florida Statutes "the Condominium Act", all as subsequently amended from time to time.

4.2 Specific Powers: The Association shall have all of the powers and duties set forth in the Condominium Act of the State of Florida (Chapter 718, Florida Statutes), and Chapter 617, Florida Statutes, including all the powers and duties reasonably necessary to maintain, manage, and operate the Condominium pursuant to such Declaration of Condominium, as it may be amended from time to time, including but not limited to the following:

a. To make, amend, and collect regular and special Assessments from Members of the Association, as Unit owners to defray the cost, Common Expenses, and losses of the Association and to make charges against Members as Unit owners, for unpaid fines or for maintenance or repair which is the responsibility of the Unit owner.

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

c. To maintain, repair, alter, replace, improve, administer, lease, and operate the Common Elements, and Condominium Property which shall include the irrevocable right to access to each Unit, from time to time during reasonable hours as may be necessary for such inspection, maintenance, repair or replacement of any of the Common Elements therein, or accessible therein or therefrom, or for making an emergency repair therein, that may be necessary to prevent damage to the Common Elements, or to another Unit or Units, and to maintain and repair Units where authorized by the Declaration of Condominium.

d. To purchase insurance upon the Condominium Property, and insurance for the protection of the Association, Board of Directors, officers, and its Members as Unit owners.

e. To reconstruct the improvements after casualty and to further improve the Condominium Property, and to reconstruct improvements to Units in accordance with the Declaration of Condominium.

f. To adopt and amend reasonable rules and regulations respecting the appearance, occupancy, and use of the Units, Common Elements, and Limited Common Elements in the Condominium, and the operation and administration of the Association.

g. To approve or disapprove the transfer, ownership and leasehold of Units in the Condominium, as provided by the Declaration of Condominium and the Bylaws of the Association.

h. To enforce by all legal and equitable means the provisions of the Florida Condominium Act, the Declaration of Condominium, and these Articles of Incorporation, the By-Laws of the Association, and the Rules and Regulations.

i. To levy fines for violation of the provisions of the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association, and the Rules and Regulations for the use of the Units and property in the Condominium, in the manner set forth in the Bylaws and Rules and Regulations, all as subsequently amended from time to time. To enforce by legal means the provisions of the Florida Condominium Act (Chapter 718, Florida Statutes), the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Rules and Regulations.

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

k. To employ personnel and independent contractors as needed for reasonable compensation to perform the services required for the proper administration and operation of the purposes of the Association.

l. To pay taxes and Assessments which are liens against any part of the Condominium Property, other than the individual Units, unless the individual Unit or Units are owned by the Association, and the appurtenances thereto, and to assess the same against the Unit and the owner of the Unit which is subject to such liens.

m. To enter into agreements whereby it acquires leasehold memberships and other possessory or use interest in the lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use benefits of the Unit owners.

n. To purchase, sell, mortgage, transfer, lease, or otherwise acquire Units or real property in the name of the Association and to hold, mortgage, and lease, improve and convey the same.

o. To enter into agreements for construction of recreation facilities, or buildings, and other amenities or facilities for the benefit of the Unit owners, and to borrow money as needed for the purpose of carrying out such construction and to mortgage, lease or otherwise provide security for the repayment of said funds.

p. To amend the Declaration of Condominium in accordance with the Florida Condominium Act and the Declaration of Condominium.

q. To enter into agreements with other Condominium or Homeowner associations providing for shared expense of items of management, administration and/or maintenance, and to become a member of an organization of such associations as determined necessary and appropriate by the Board of Directors.

r. To approve future amendments to the Governing Documents necessary to comply with amendments of the Florida Condominium Act.

s. To grant, modify or move easements over, under or through the Common Elements or Condominium Property.

t. To sue and be sued.

u. 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.

4.3 Emergency Powers: In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the provisions of 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 Article 4.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state

"disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

a. Conduct meetings of the Board of Directors and membership meetings with proper notice given as is practicable. Such notice may be given in any practicable manner, including publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting on the Condominium Property or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this Article 4.3. The Directors in attendance at such a Board meeting, if more than one Director shall constitute a quorum.

b. Cancel and reschedule any membership meeting, meeting of the Board of Directors or Committee meeting.

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 a state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

d. Relocate the Association's principal office or designate alternative principal offices.

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

f. Implement a disaster plan in cooperation with the Association Management Company if so desired by the Board of Directors, 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, security systems, or air conditioners.

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

h. Require the evacuation of the Condominium Property in the event of a mandatory evacuation order in the locale in which the Condominiums are located. Should any Unit owner or other occupant of the Condominiums fail or refuse to evacuate the Condominium Property where the Board has required evacuation, the Association shall be immune from 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, 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 of Condominium.

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, baseboards, air ducts, cabinetry, any and all personal property or belongings of the resident or Unit owner, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Condominium Property, even if the Unit owner is obligated by the Declaration of Condominium or law to insure or replace those fixtures and to remove personal property from a Unit.

k. Contract, on behalf of any Unit owner or owners, for items or services for which the Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Condominium

Property. In such event, the Unit owner or owners on whose behalf the Board of Directors has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its Assessment and claim of lien authority provided by Section 718.116, Florida Statutes, and in the Declaration of Condominium to enforce collection of the charges. Without limitation, such items or services may include the drying of Units, the boarding or other enclosure of broken or damaged windows, sliding glass doors, exterior doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the Units or other portions of the Condominium Property.

I. Corporate action taken in good faith to meet the emergency needs of the Association or its Unit owners shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a Director, Officer, or employee. An Officer, Director, or employee acting in good faith and in accordance with this Article 4.3 is only liable for willful misconduct.

The special powers authorized above in this Article 4.3 shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the Unit owners and the Unit owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Condominium Property.

4.4 Assets Held In Trust: All funds and the title 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 Declaration of Condominium, these Amended and Restated Articles of Incorporation, and the Amended and Restated Bylaws of the Association.

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 laws of the State of Florida, the Declaration of Condominium, these Amended and Restated Articles and the Amended and Restated Bylaws of the Association.

ARTICLE V. MEMBERS

5.1 Members: The members of the Association shall consist of all of the record owners of Units in the Condominium.

5.2 Change of Membership: After receiving written approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a deed or other appropriate instrument establishing a record interest to a Unit in the Condominium and the delivery to the Association of a copy of such deed or other instrument or conveyance. The person or persons named on the deed or other instrument thereby becomes a Member of the Association and the membership of the prior owner is terminated.

5.3 Limitation on a Transfer of Shares of Assets: The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member's Unit. No part of the income of the Association shall be distributed to its Members, Directors or Officers, except as compensation for services rendered.

5.4 Voting: There are twenty (20) Units. Each Unit shall be entitled to one (1) vote at Association membership meetings, notwithstanding that the same owner may own more than one (1) Unit. The manner of exercising voting rights shall be determined by the Declaration of Condominium, these Articles and the Bylaws. No vote shall be allocated to a Unit if owned by the Association. Owners owning more than one Unit shall be entitled to one (1) vote for each Unit owned.

ARTICLE VI. DIRECTORS

6.1 Board of Directors: The property, business, and affairs of the Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the Bylaws. In no event shall the Board of Directors consist of fewer than three (3) or more than five (5) Directors. A Director must fulfill all requirements of eligibility provided in the Condominium Act, the Declaration of Condominium and the Bylaws.

6.2 Election of Directors: Directors of the Association shall be elected at the annual meeting of the Members, in the manner provided by the Florida Condominium Act. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Amended and Restated Bylaws, and/or the applicable provisions of the Florida Condominium Act

ARTICLES VII. OFFICERS

The affairs of the Association shall be administrated by a President, Vice President, Secretary, Treasurer, and such other officers and assistant officers as may from time to time be created by the Board of Directors as permitted by the Bylaws. Officers shall be elected by the Board of Directors at its organizational meeting following the annual membership meeting of the Association and shall serve at the pleasure of the Board of Directors. Offices may be combined as provided in the Bylaws.

ARTICLE VIII. INDEMNIFICATION

8.1 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 is or was a Director, Officer, or Committee member of the Association, 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 Association, 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 Association, 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 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.

8.2 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 8.1 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.

8.3 Advances. 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 is not entitled to be indemnified by the Association as authorized by this Article 8.

8.4 Miscellaneous. The indemnification provided by this Article 8 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.

8.5 Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article 8.

8.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 8 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

8.7 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 IX. BYLAWS

The Bylaws may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE X. AMENDMENTS

10.1 Amendments: Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

a. Notice of the subject matter or proposed amendment shall be included in or with the notice of any membership meeting at which a proposed amendment will be considered.

b. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by at least a majority of the voting interests of the Association. Except as elsewhere provided, such approval must be by not less than a majority of the Board of Directors and by not less than sixty percent (60%) of the eligible voting interests of the Association.

10.2 Certification: A copy of each amendment to the Articles of Incorporation shall be effective upon the filing with the Florida Secretary of State.

**ARTICLE XI.
EXISTENCE**

The term of the Association shall be perpetual, unless sooner dissolved in the manner provided by law.

**ARTICLE XI.
INITIAL SUBSCRIBERS**

The names and addresses of the initial subscribers of these Articles of Incorporation are as follows:

Boris Kaye
625 South Tamiami Trail
Venice, Florida

John J. Blair
217 South Nassau Street
Venice, Florida

W. Eugene Williams, Jr.
217 South Nassau Street
Venice, Florida

**ARTICLE XII.
REGISTERED OFFICE AND REGISTERED AGENT**

The Association's current registered agent and office is ARGUS MANAGEMENT OF VENICE, INC. 181 CENTER ROAD VENICE, FL 34285. The Association's Board of Directors may change the Association's registered agent and registered office as provided by law.