

**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED, being the duly and acting President of Wiggins Lakes & Preserve Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on August 15, 1997, and reconvened on September 2, 1997, where a quorum was present, after due notice, the resolutions set forth below were approved and adopted by the votes indicated of the former Wiggins Lakes Condominium Association, Inc., for the purposes of amending the Declaration of Condominium for Wiggins Lakes Condominium as originally recorded at O.R. Book 1551 Pages 766 *et seq.*, Public Records of Collier County, Florida and approving the Articles of Merger.

Retn:  
SWALM & MURRELL  
2375 TAMiami TR N #308  
NAPLES FL 34103

(for use by Clerk of Court)

1. The following resolution was approved and adopted by the affirmative vote of seventy-five percent (75%) of the Board and seventy-five percent (75%) of the voting interests who were present, in person or by proxy, and voting.

RESOLVED: That the Declaration of Condominium for Wiggins Lakes, a Condominium is hereby amended and the amendments are adopted in the form attached hereto, and made a part hereof.

2. The following resolution was approved and adopted by the affirmative vote of two-thirds (2/3rds) of the voting interests.

RESOLVED: That the Articles of Merger are hereby approved and adopted in the form attached hereto, and made a part hereof.

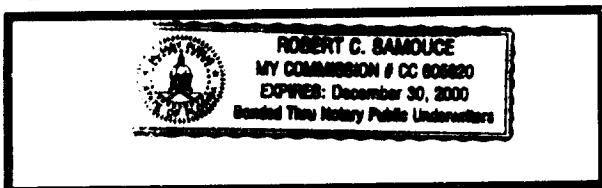
**WIGGINS LAKES & PRESERVE ASSOCIATION, INC.**  
Surviving Corporation of Dissolved Corporation:  
**WIGGINS LAKES CONDOMINIUM ASSOCIATION, INC.**

Date: 9/10/97  
(1) [Signature]  
Witness  
Print Name: MARVIN SIPNICK  
(2) [Signature]  
Witness  
Print Name: GARY L. MAET  
STATE OF Florida  
COUNTY OF Collier

By: [Signature]  
JOSEPH POLACEK, President  
Address: 790 WIGGINS LAKE DR. #203  
NAPLES, FL. 34110

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September 1997, by Joseph Polacek, President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Signature of Notary Public

This instrument prepared by Robert C. Samouce, Esq., Swalm & Murrell, P.A., 2375 Tamiami Trail North, Suite 308, Naples, FL 33940

(Print, Type or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

## Wiggins Lakes Condominium

## PROPOSED AMENDMENTS TO DECLARATION OF CONDOMINIUM

The Declaration of Condominium for Wiggins Lakes Condominium shall be amended as shown below.

Note: New language is underlined; language being deleted is shown in struck-through type.

1. Section 2.2 of the Declaration of Condominium shall be amended to read:

\* \* \*

- (B) Association and Master Association means Wiggins Lakes & Preserve Association, Inc. formerly known as Wiggins Lakes Master Association, Inc. -Wiggins Lakes Condominium Association, Inc., a Florida not-for-profit corporation, the corporate entity responsible for the operation of the Condominium, and the Common Areas.

\* \* \*

- (R) Voting Interests means and refers to the arrangement established in the condominium documents by which the owners of each unit collectively are entitled to one vote in Association matters. There are eight-four (84) Units, so the total number of "voting interest of this Condominium" is eighty-four (84). There are two hundred twelve (212) Units in Wiggins Lakes & Preserve, so the total number of "voting interest of the Association" is two hundred twelve (212).

2. Section 7.5 of the Declaration of Condominium shall be amended to read:

7.5 Alteration and Improvement. ~~Except as elsewhere reserved to the Developer, neither A~~ Unit Owner nor the Association shall not make or permit the making of any material alterations or substantial additions to his in the portions of a Unit or the common elements, or in any manner that are to be maintained by the Association, remove any portion of such, make any additions to them, do anything that would jeopardize the safety or soundness of the building or impair any easement, or paint or otherwise decorate or change the appearance of any portion of the exterior of the building or and the Condominium Property, without first obtaining approval in writing of Unit Owners of all Units in the building and approval of at least two (2) of the Director Representatives of the Condominium and a majority of the full Board of Directors of the Association, which approvals may be denied if the Board of Directors determine that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole, shall not be unreasonably withheld. A copy of plans for all such work prepared by an architect licensed to practice in the State of Florida shall be filed with the Association prior to the start of the work. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board Approval. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated, adverse effects on the Condominium. After the completion of the improvements included in the Common Elements contemplated by this Declaration, There shall be no alteration or further improvement by the Association of the real property constituting the Common Elements or the real property owned by the Association

~~(other than the construction of covered parking facilities and associated storage) without prior approval in writing by the Unit Owners of not less than seventy-five percent (75%) of the Units, if the cost of same shall be a Common Expense which would exceed in cumulative expenditure for the calendar year, fifteen percent (15%) of the average of the Common Expenses for the prior three (3) years. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required. Any such alteration or improvement shall not interfere with the rights of any Unit Owner without their consent.~~

3. Subsection 8.1 (E) of the Declaration of Condominium shall be amended to read as follows:

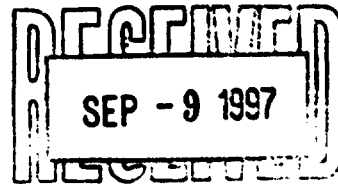
- (E) No Unit Owner shall make, allow or cause to be made, any substantial structural addition or material alteration of any Unit or the Common Elements or Association Property without the prior written consent of the Association as required under the provisions of Section 7.5 above. If a unit owner makes any modification, installations or additions to his unit or the common elements, the unit owner, and his successors in title, shall be financially responsible for: 1) Insurance, maintenance, repair and replacement of the modifications, installations or additions; 2) the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions; and 3) the costs of removing and replacing or reinstalling such modification if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the condominium property for which the Association is responsible.



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
Secretary of State

September 5, 1997

CSC  
DEBORAH SCHRODER  
TALLAHASSEE, FL 32301



Re: Document Number N36116

The Articles of Merger were filed September 5, 1997, for WIGGINS LAKES MASTER ASSOCIATION, INC. which changed its name to WIGGINS LAKES & PRESERVE ASSOCIATION, INC., the surviving Florida corporation.

The certification you requested is enclosed.

Should you have any further questions concerning this matter, please feel free to call (850) 487-6050, the Amendment Filing Section.

Annette Hogan  
Corporate Specialist  
Division of Corporations

Letter Number: 197A00044548

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on September 5, 1997, for WIGGINS LAKES MASTER ASSOCIATION, INC. which changed its name to WIGGINS LAKES & PRESERVE ASSOCIATION, INC., the surviving Florida corporation, as shown by the records of this office.

The document number of this corporation is N36116.

OR: 2345 PG: 2874

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fifth day of September, 1997



CR2EO22 (2-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

97 SEP -5 PM  
FILED  
TALLAHASSEE FLORIDA

### ARTICLES OF MERGER

Article 1. The undersigned corporations, all validly and legally formed and in good standing as Florida corporations not for profit, have adopted a Plan of Merger, which is attached hereto as exhibit "A". The Plan of Merger was adopted pursuant to Sections 617.1101 and 617.1103, Florida Statutes.

Article 2. Under the Plan of Merger, the surviving corporation will be Wiggins Lakes Master Association, Inc., a Florida corporation not for profit.

Article 3. The Plan of Merger shall become effective as and when provided therein.

Article 4. At the same time, the Articles of Incorporation of the Surviving Corporation are amended and restated in their entirety, pursuant to Section 617.1007 Florida Statutes. The Amended and Restated Articles of Incorporation are attached hereto as Exhibit "B".

Article 5. The name of the Surviving Corporation is changed to Wiggins Lakes & Preserve Association, Inc., a Florida corporation not for profit.

Article 6. The undersigned certifies that these Articles of Merger, and the Exhibits hereto, were adopted and approved by at least two-thirds (2/3rds) of the members of each corporation entitled to vote with respect thereto, which was sufficient for approval.

September 2, 1997  
Date

WIGGINS LAKES MASTER ASSOCIATION, INC.

By: Leonard J. Richard  
Acting President

Attest:

(CORPORATE SEAL)

\_\_\_\_\_  
Secretary

STATE OF MICHIGAN  
ST. CLAIR COUNTY

This instrument was executed before me this 2nd day of September, 19 97, by Leonard J. Richard, as President of WIGGINS LAKES MASTER ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce Drivers License as identification.

Sharon Lee Cunningham  
Signature of Notary

(NOTARIAL SEAL)

Sharon Lee Cunningham

Print name of Notary

SHARON LEE CUNNINGHAM  
NOTARY PUBLIC STATE OF MICHIGAN  
ST. CLAIR COUNTY  
MY COMMISSION EXP. SEPT 12, 1999

### ARTICLES OF MERGER

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Article 5. The name of the Surviving Corporation is changed to Wiggins Lakes & Preserve Association, Inc., a Florida corporation not for profit.

Article 6. The undersigned certifies that these Articles of Merger, and the Exhibits hereto, were adopted and approved by at least two-thirds (2/3rds) of the members of each corporation entitled to vote with respect thereto at meeting of the members held on August 15, 1997, and reconvened on September 2, 1997, which was sufficient for approval.

\_\_\_\_\_ WIGGINS LAKES MASTER ASSOCIATION, INC.  
Date

By: \_\_\_\_\_, President

Attest: \_\_\_\_\_ (CORPORATE SEAL)

Henry Barlingier  
Secretary

KENTUCKY  
STATE OF FLORIDA  
COUNTY OF ~~OSCEOLA~~  
COCONINO

This instrument was executed before me this 2 day of Sept, 1997, by Henry Barlingier, as Secretary of WIGGINS LAKES MASTER ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce N/A as identification.

Robert [Signature]  
Signature of Notary

(NOTARIAL SEAL)

Robert [Signature]  
Print name of Notary  
State of Ariz  
My Commission Expires: 1-1-98

For the dual purposes of indicating consent to, and executing both the foregoing Articles of Merger, and the Plan of Merger attached as Exhibit "A" the undersigned have set their signatures hereto on the date indicated.

9/2/97  
Date

WIGGINS LAKES CONDOMINIUM ASSOCIATION, INC.,  
a Florida corporation not for profit

By: [Signature]  
Vice President

Attest:

[Signature]  
Secretary

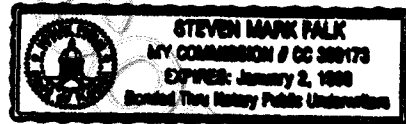
(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was executed before me this 2nd day of September, 1997 by Joseph Palacek, as President of WIGGINS LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or did produce \_\_\_\_\_ as identification.

(NOTARIAL SEAL)

[Signature]  
Notary Public Signature  
Steven Mark Falk  
Print name





For the dual purposes of indicating consent to, and executing both the foregoing Articles of Merger, and the Plan of Merger attached as Exhibit "A" the undersigned have set their signatures hereto on the date indicated.

9/2/97  
Date

WIGGINS PRESERVE  
CONDOMINIUM ASSOCIATION, INC.,  
a Florida corporation not for profit

By: Marvin Sepnick  
President

Attest:  
Yolanda Harris  
Secretary

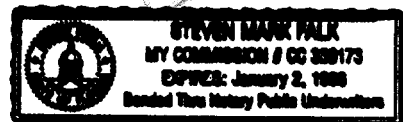
(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Collier

The foregoing instrument was executed before me this 2<sup>nd</sup> day of September, 1997, by Marvin Sepnick, as President of WIGGINS PRESERVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce \_\_\_\_\_ as identification.

(NOTARIAL SEAL)

Stn Mark Falk  
Notary Public  
Steven Mark Falk  
Please Print Name



## PLAN OF MERGER

This Plan of Merger is by and between WIGGINS LAKES MASTER ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called the "Surviving Corporation," and the following corporations, which are hereinafter referred to as the "Dissolving Corporations."

WIGGINS LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, incorporated under the same name on January 11, 1990.

WIGGINS PRESERVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, incorporated under the same name on April 21, 1995 resulting from the merger of WIGGINS PRESERVE ONE ASSOCIATION, INC., a Florida corporation not for profit, incorporated under the same name on January 27, 1994 and WIGGINS PRESERVE TWO ASSOCIATION, INC., a Florida corporation not for profit, incorporated under the same name on February 22, 1994.

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

1. The Constituent Corporations are all Florida corporations not for profit, organized on a non-stock basis, and all are in good standing.
2. Heretofore a 212-unit residential condominium complex, including three (3) separate residential condominiums, was formed by the recording of a Declaration of Protective Covenants, and three (3) separate Declarations of Condominium, as follows:

*Declaration of Protective Covenants for Wiggins Lakes*, recorded on August 14, 1990, in O.R. Book 1551, at Pages 820 *et seq.*, of the Public Records of Collier County, Florida and recorded again on August 17, 1990, in O.R. Book 1552, at Page 872 *et seq.* of the Public Records of Collier County, Florida.

*Wiggins Lakes Condominium* consisting of 84 Units, created by Declaration of Condominium recorded August 14, 1990, in O.R. Book 1551, at Pages 776 *et seq.*, Public Records of Collier County, Florida.

*Wiggins Preserve Condominium One* consisting of 32 Units, created by Declaration of Condominium recorded February 2, 1994, in O.R. Book 1910, at Pages 1451 *et seq.*, Public Records of Collier County, Florida.

*Wiggins Preserve Condominium Two* consisting of 96 Units, created by Declaration of Condominium recorded October 28, 1994, in O.R. Book 1997, at Pages 2085 *et seq.*, Public Records of Collier County, Florida.

The Dissolving Corporations, respectively, are the two (2) condominium associations which operate the above-referenced condominiums. The condominiums themselves are not being merged.

3. The Surviving Corporation shall become the condominium association that operates all of the above-referenced condominiums, and its name shall be changed to "Wiggins Lakes & Preserve Association, Inc."

4. **Principal Office of Surviving Corporation.** The principal office of the Surviving Corporation shall remain at the following address: 789 Wiggins Lakes Drive, Naples, FL 34110.

5. **Changes in Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation shall be the Amended and Restated Articles of Incorporation attached to the Articles of Merger as Exhibit "B".

6. **Changes in Bylaws.** The Bylaws of the Surviving Corporation shall be the Amended and Restated Bylaws as recorded in the Public Records of Collier County.

7. **Change of Name.** The name of the Surviving Corporation shall be changed to "Wiggins Lakes & Preserve Association, Inc."

8. **Directors and Officers.** The directors and officers of the Surviving Corporation on the effective date of the merger shall be those Directors and Officers elected at the meeting of the Surviving Corporation held immediately after the meetings of the Constituent Corporations held to approve and ratify the merger. The directors and officers of the Surviving Corporation shall serve until their successors have been duly elected or appointed.

9. **Ratification by Members.** This Plan of Merger has been ratified and approved by the members of each of the Constituent Corporations as required by law. Execution of the Articles of Merger and this Plan of Merger by officers of each Constituent Corporation constitutes a representation and certification that such ratification and approval has been obtained.

10. **Effective Date of Merger.** This merger shall become effective on the date the Article of Merger are filed in the offices of the Secretary of State.

11. **Effect of Merger.** When the merger becomes effective, the separate existence of the Dissolving Corporations automatically ceases, except as may be required to carry out the purposes of this Plan of Merger, or as continued by statute. All of the rights, privileges, powers, franchises, assets, property causes of action, and interests of any kind whatsoever of the Dissolving Corporations, including debts due on any and all accounts, automatically become the property of the Surviving Corporation, and do not revert and are not in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of the Constituent Corporations are preserved unimpaired, and all debts, liabilities and duties of the Dissolving Corporations thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if the debts, liabilities and duties had been initially incurred or contracted by it.

12. **Execution.** The Articles of Merger and this Plan of Merger may be executed in any number of counterparts, and each counterpart shall constitute a part of the original instrument.

IN WITNESS WHEREOF, the Constituent Corporations have caused these presents to be signed by their

respective officers thereunto duly authorized by the respective Boards of Directors and Members of each corporation.

September 2, 1997  
Date

WIGGINS LAKES MASTER ASSOCIATION, INC.

By: Leonard J. Richard  
Acting President

(CORPORATE SEAL)

Attest:

\_\_\_\_\_  
Secretary

STATE OF MICHIGAN  
ST. CLAIR COUNTY

This instrument was executed before me this 2nd day of September, 1997, by Leonard J. Richard, as President of WIGGINS LAKES MASTER ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce Drivers License as identification.

Sharon Lee Cunningham  
Signature of Notary

(NOTARIAL SEAL)

Sharon Lee Cunningham  
Print name of Notary

SHARON LEE CUNNINGHAM  
NOTARY PUBLIC STATE OF MICHIGAN  
ST. CLAIR COUNTY  
MY COMMISSION EXP. SEPT 12, 1999

respective officers thereunto duly authorized by the respective Boards of Directors and Members of each corporation.

WIGGINS LAKES MASTER ASSOCIATION, INC.

\_\_\_\_\_  
Date

By: \_\_\_\_\_, President

(CORPORATE SEAL)

Attest:

Henry Barlanga  
Secretary

<sup>Kentucky</sup>  
STATE OF FLORIDA  
COUNTY OF COLLIER <sup>Madison</sup>

This instrument was executed before me this 2nd day of Sept, 1997, by Henry Barlanga as Secretary of WIGGINS LAKES MASTER ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce N/A as identification.

Robert D. Dunn  
Signature of Notary

(NOTARIAL SEAL)

Robert D. Dunn  
Print name of Notary  
State of Kentucky at Louisville  
My Commission Expires: 1-4-99

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
WIGGINS LAKES MASTER ASSOCIATION, INC.**

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of Wiggins Lakes Master Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on January 11, 1990, are hereby amended and restated in their entirety, and the name of the corporation is changed. All amendments included herein have been adopted pursuant to Section 617.1002(4), Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended, and the provisions of these Amended and Restated Articles, other than the inclusion of amendments adopted pursuant to Section 617.1002 and the omission of matters of historical interest. The name of the corporation is now changed, and shall hereafter be "Wiggins Lakes & Preserve Association, Inc." The Amended and Restated Articles of Incorporation of Wiggins Lakes & Preserve Association, Inc., shall be as follows:

**ARTICLE I**

**NAME:** The name of the corporation, (the "Association") shall hereafter be Wiggins Lakes & Preserve Association, Inc.

**ARTICLE II**

**PURPOSE AND POWERS:** The purpose for which the Association is organized is to provide an entity for the operation of a residential community which includes property submitted to the condominium form of ownership, located in Collier County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no income of the Association shall be distributed or inure to the private benefit of any Unit Owner, Director or officer. For the accomplishment of its purposes, the Association has all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as expressly limited or modified by these Articles, the Declaration of Protective Covenants for Wiggins Lakes, the Declarations of Condominium for the various condominiums operated by the Association, the Bylaws of the Association, or the Florida Condominium Act. The Association also has all of the powers and duties reasonably necessary to operate the condominiums pursuant to said Declarations as they may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the condominium property and association property.
- (C) To purchase insurance upon the condominium property and common areas for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty and to make further improvements of the property subject to its jurisdiction.

(E) To make, amend and enforce reasonable rules and regulations governing the use of the common areas and common elements, and the operation of the Association.

(F) To approve or disapprove the transfer of ownership and leasing of units, as and to the extent provided for in the respective Declarations.

(G) To enforce the provisions of the Condominium Act, the Declarations of Condominium, the Declaration of Protective Covenants for Wiggins Lakes, these Articles, the By-Laws and any Rules and Regulations of the Association.

(H) To contract for the management and maintenance of the property within Wiggins Lakes & Preserve and the condominium properties therein, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required to be exercised by the Board of Directors or the membership of the Association.

(I) To employ accountants, attorneys, engineers, architects, and other professional personnel to perform the services required for proper operation of the Association.

(J) To enter into agreements, or acquire leaseholds, memberships, and other possessory, ownership or use interests in lands or facilities intended to provide enjoyment, recreation, or other use or benefit to the unit owners.

(K) To borrow money if necessary to perform its other functions hereunder.

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Protective Covenants for Wiggins Lakes, the Declarations of Condominium, these Articles of Incorporation and the Bylaws.

### ARTICLE III

#### MEMBERSHIP:

(A) The members of the Association are the record owners of a fee simple interest in one or more units, as further provided in the Bylaws.

(B) The undivided share owned by each member in the funds and assets of the Association cannot be assigned or transferred in any manner, except as an appurtenance to his Unit.

(C) The owners of each Unit, collectively, shall be entitled to one vote in Association matters. The manner of exercising voting rights shall be as set forth in the Bylaws.

### ARTICLE IV

**TERM:** The term of the Association shall be perpetual.

## ARTICLE V

**BYLAWS:** The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

## ARTICLE VI

**DIRECTORS AND OFFICERS:**

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors provided in the Bylaws, and in the absence of specification in the Bylaws shall consist of three (3) Directors from Wiggins Lakes Condominium and three (3) Directors collectively from either Wiggins Preserve Condominium One and/or Wiggins Preserve Condominium Two.

(B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed from office, and vacancies on the Board of Directors shall be filled, in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by a majority of the entire Board of Directors at its first meeting after the annual meeting of the members of the Association, and shall serve at the pleasure of a majority of the Board.

## ARTICLE VII

**AMENDMENTS:** Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests of the Association.

(B) Procedure. Upon any amendment to these Articles being so proposed by the Board or the Unit Owners, the proposed amendment shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required for Adoption. Except as otherwise provided by Florida law, these Articles of Incorporation may be amended by the vote of a majority of the voting interests of the Association at any annual or special meeting called for the purpose, or by approval in writing signed by a majority of the voting interests of the Association without a meeting. Notice of any proposed amendment must be given as required by law.

(D) Effective Date. An amendment becomes effective after proper filing with the Florida Secretary of State and recording a certified copy in the Public Records of Collier County, Florida in the same manner as required for recording an amendment to the Bylaws.



**ARTICLE VIII**

**INDEMNIFICATION:** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.

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. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.