

**ARTICLES OF INCORPORATION  
OF  
REGATTA LANDING CONDOMINIUM ASSOCIATION, INC.  
A Corporation Not For Profit**

The Articles of Incorporation (these “Articles”) for REGATTA LANDING CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the “Condominium Association”), initially were filed on 28th day of August, 2015 and are hereby amended as follows:

**ARTICLE I  
NAME AND PLACE OF BUSINESS**

The name of the Condominium Association is REGATTA LANDING CONDOMINIUM ASSOCIATION, INC. and the principal office and mailing address shall be determined by the Board from time to time.

**ARTICLE II  
PURPOSES**

The objects and purposes of the Condominium Association are those objects and purposes as are authorized by the Declaration of Condominium for Regatta Landing, a Condominium, recorded (or to be recorded) in the Public Records of Collier Cooney, Florida, as hereafter amended and/or supplemented from time to time (the “Condominium Declaration.” capitalized terms used but not otherwise defined herein will have the meaning set forth in the Condominium Declaration) and the Florida Condominium Act (the “Act”). The further objects and purposes of the Condominium Association are to preserve the values and amenities in the Condominium Property and to maintain the Common Elements thereof for the benefit of the Members of the Condominium Association. The Condominium Association shall be conducted as a not-for-profit organization for the benefit of the Members.

**ARTICLE III  
POWER**

The Condominium Association shall have all of the common law and statutory powers of a corporation not for profit under Chapters 617 and 718, Florida Statutes, which are not in conflict with the terms of these Articles or the Condominium Declaration. The Condominium Association shall also have all of the powers necessary to provide for the general health and welfare of the Members and to implement the purposes of the Condominium Association as set forth in the Condominiums Documents, including, without limitation, the following:

A. Management. The Condominium Association shall have the power to contract for services to provide for operation and maintenance services, including without limitation, for the management of the Condominium and, in connection therewith, to delegate to the party with whom such contract has been entered into the powers and duties of the Condominium Association, except those which require specific approval of the Board of Directors or Members.

B. Rules and Regulations. Make and establish reasonable Rules and Regulations governing the use of the Condominium Property.

C. Assessments. Levy, collect, and enforce Assessments against Members to defray the cost of performing its duties under the Condominium Declaration.

D. Maintenance. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and further to improve and add a:idle Condominium Property.

E. Enforcement. Enforce the provisions of these Articles, the Condominium Declaration, the Bylaws, and all Rules and Regulations governing use of the Condominium Property which may from time to time be established.

F. Service Water Management System. Operate and maintain the Common Elements, including the Surface Water Management System as permitted by the SFWMD Permit and all lakes, retention areas, culverts and related appurtenances.

G. Other Rights and Duties. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Condominium Association in the Condominium Declaration or by applicable law, including without limitation, the right to own and convey property and to sue and be sued.

#### **ARTICLE IV**

#### **MEMBERSHIP AND VOTING RIGHTS**

The qualification of members, the manner of their admission to and termination of membership, and voting by members shall be as follows:

A. The record Owners (as defined in the Declaration) of all Condominium Units in the Condominium from time to time shall be members of the Condominium Association, and no other Persons shall be entitled to membership, except as provided for in Paragraph E, Article IV hereof.

B. The Owner of each Condominium Unit shall become a member of the Condominium Association automatically upon and simultaneously with receipt of a deed or other conveyance of record evidencing the transfer of legal title to a Condominium Unit upon receipt of a deed or other conveyance of record evidencing the transfer of legal title to a Condominium Unit in accordance with the provisions of Article II of the Condominium Declaration. Membership in the Condominium Association may not be transferred separate and apart from a conveyance of the Condominium Unit. Membership in the Condominium Association shall terminate upon conveyance or transfer of the Condominium Unit, whether voluntary or involuntary, provided, that nothing herein contained shall be construed as terminating the membership of any Person owning fee title to or a fee ownership interest in two or more Condominium Units at any time while such Person shall retain fee title to or a fee ownership interest in any Condominium Unit.

C. The interest of a member in the funds and assets of the Condominium Association cannot be assigned, hypothecated, transferred or encumbered in any manner, except as an appurtenance to the Condominium Unit(s) owned by such member. The funds and assets of the

Condominium Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Condominium Declaration, and in the Bylaws.

D. On all matters on which the membership shall be entitled to vote, there shall be one (1) vote appurtenant to each Condominium Unit. If an Owner owns more than one (1) Condominium Unit, the Owner shall be entitled to one (1) vote for each Condominium Unit owned.

#### **ARTICLE V** **CORPORATE EXISTENCE**

The Condominium Association shall have perpetual existence; provided, however, that if the Condominium Association is dissolved, then (i) the property constituting the Surface Water Management System shall be conveyed to an appropriate agency of local government determined to be acceptable by the SFWMD, and if not accepted by such agency of local government, then the Surface Water Management System will be dedicated to a similar nonprofit corporation, and (ii) the remainder of the assets of the Condominium Association shall be conveyed as provided in the Condominium Declaration in connection with a termination of the Condominium.

#### **ARTICLE VI** **MASTER ASSOCIATION**

The Condominium Property is part of the Community and is subject to the terms, provisions, covenants, rules, restrictions, limitations, easements and other rights, duties, obligations and interest set forth in, or created by, the Master Declaration. Each Owner is automatically a member of the Master Association upon acceptance of a deed or other conveyance of a Condominium Unit and will have a vote in the affairs of the Master Association in the manner described in the Articles and Bylaws of the Master Association.

#### **ARTICLE VII** **MASTER ASSOCIATION**

Section 7.1 Management. The affairs of the Condominium Association shall be managed by the President of the Condominium Association, assisted by the Vice President(s), Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers (collectively, the “Officers”), subject to the direction of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium Property and the affairs of the Condominium Association, and any and all such Person(s) may be so employed without regard to whether such Person is a Member of the Condominium Association or a Director or Officer of the Condominium Association, as the case may be.

Section 7.2 Election and Appointment of Officers. The Officers of the Condominium Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election for, and the removal from office of, Officers, and the filling of vacancies and duties of the Officers. The President shall be a Director, but no other Officer need be a Director. The same person may

hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. If the office of President shall become vacant for any reason, or if the President shall be triable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 7.3 Officers. The Officers of the Condominium Association shall be elected and serve office as provided in the Bylaws.

## **ARTICLE VIII BOARD OF DIRECTORS**

Section 8.1 Number of Directors. The property, business and affairs of the Condominium Association shall be managed by a Board of Directors. The number of Directors on the first Board of Directors shall be three (3). The number of Directors on any succeeding Board of Directors shall also be three (3) unless otherwise provided in the Bylaws. A majority of the Board of Directors shall constitute a quorum for the transaction of business. All Directors must be Members of the Condominium Association and reside in the Condominium Property or such Directors may be authorized representatives, officers, or employees of corporate Members of the Condominium Association

Section 8.2 Election of Board of Directors. The manner of the election of the Board of Directors shall be provided for in the Bylaws.

Section 8.3 Duration of Office. Except as set forth herein, in the Bylaws or pursuant to applicable law, Members elected to the Board of Directors shall hold office until the next succeeding Annual Member's Meeting, end thereafter until qualified successors are duly elected and have taken office.

Section 8.4 Vacancies. If a Director shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the term.

**ARTICLE IX**  
**BYLAWS**

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended or repealed in the trimmer set forth in the Bylaws.

**ARTICLE X**  
**AMENDMENTS AND PRIORITY**

Section 10.1 Amendment. An amendment to these Articles may be proposed by the Board of Directors of the Condominium Association acting upon a vote of the Majority of the Directors, or by Owners of a majority of the Condominium Units, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Condominium Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Condominium Association for a date not sooner than fourteen (14) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be given in the same manner as notice of the call of a special meeting of the Members as the procedure for giving such notice is described in the Bylaws; provided, that proposed amendments to these Articles may be considered and voted upon at Annual Meeting of the Members. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Condominium Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Condominium Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member.

At such meeting, the amendment(s) must be approved upon the affirmative vote of the Owners of at least seventy-five percent (75%) of the Condominium Units present in person or by proxy at any Annual Members' Meeting or any special meeting of the Members called for that purpose or who have acted by written response in lieu of a meeting as permitted by the Bylaws. Thereupon, such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles shall be recorded in the Public Records of the County, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article X, no amendment shall materially and adversely affect the rights of Institutional First Mortgagees, unless such amendment has been agreed to by Institutional First Mortgagees that represent at least fifty-one percent (51%) of the votes of the Condominium Units that are subject to mortgages. Any Institutional First Mortgagee that fails to respond to any written request for approval of an amendment within sixty (60) days of receipt of proper notice (certified or registered mail, with a return receipt requested) of the proposal shall be deemed to have approved such amendment.

Section 10.2. Priority. In case of any conflict between these Articles and the Bylaws, these Articles shall control; and in case of any conflict between these Articles and the Condominium Declaration, the Condominium Declaration shall control.

## **ARTICLE XI**

### **INDEMNIFICATION**

Section 11.1 Indemnification. The Condominium Association shall indemnify any person 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, employee, Officer or agent of the Condominium Association, against all expenses (including attorneys' fee and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not set in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Condominium Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further 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, in and of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be in or opposed to the best interest of the Condominium Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 11.2 Expenses. To the extent that a Director, Officer, employee or agent of the Condominium Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11.1 of this Article XI or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 11.3 Cumulative. The indemnification provided by this Article 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, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be Director, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 11.4 Insurance. The Condominium Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Condominium Association, or is or was serving at the request of the Condominium Association as 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 Condominium Association would have the power to indemnify him against such liability under the provisions of this Article.

**ARTICLE XII**  
**REGISTERED AGENT**

The Registered Agent shall be appointed by the Board from time to time.