

AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
THE BRISTOL HOUSE OWNERS ASSOCIATION, INC.
A Florida Not For Profit Corporation**

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

The Members of **THE BRISTOL HOUSE OWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (the "Association"), adopt these Amended and Restated Articles of Incorporation (the "Articles of Incorporation"). The original Articles of Incorporation were filed with the Florida Department of State, Division of Corporations on or about September 11, 1970. These 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 **BRISTOL HOUSE, A CONDOMINIUM, SECTION A**, was recorded at Official Records Book 861, Page 1 *et seq.*, and the original Declaration of Condominium for **BRISTOL HOUSE, A CONDOMINIUM, SECTION B**, was recorded at Official Records Book 886, Page 830 *et seq.*, both of the Public Records of Sarasota County, Florida (herein, "Declarations").

**ARTICLE 1
NAME OF CORPORATION**

The name of the corporation is **THE BRISTOL HOUSE OWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (the "Association").

**ARTICLE 2
PRINCIPAL OFFICE**

The principal address of the Association is 528 Barcelona Avenue, Venice, Florida 34285. The Association's Board of Directors may change the location of the principal address from time to time at its discretion.

**ARTICLE 3
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, (the "Condominium Act"), and Chapter 617, Florida Statutes (the "Florida Not For Profit Corporation Act"), as amended from time to time, for the operation of **BRISTOL HOUSE, A CONDOMINIUM, SECTION A** and **BRISTOL HOUSE, A CONDOMINIUM, SECTION B** (herein, the Condominiums"), and all the real property contained therein (the "Condominium Property") located in Sarasota County, Florida.

**ARTICLE 4
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, not in conflict with the terms of these Articles of Incorporation, the Bylaws, the Declarations of Condominiums or 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 and the Florida Not for Profit Corporation Act, as they may be amended from time to time. The Association shall also have all of the powers set forth in the Declarations and the Bylaws, as they may be amended from time to time, and all of the powers reasonably necessary to maintain, manage, and operate the Condominium pursuant to the Declarations and the Condominium Act, including, but not limited to, the following:

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

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

C. To maintain, repair, alter, improve, replace, lease, administer and operate the Common Elements and Association Property and any portions of a Unit for which the Association is responsible;

D. To purchase insurance upon the Common Elements and Association Property and for the protection of the Association, its Directors, Officers and its Members as Unit Owners;

E. To reconstruct improvements after casualty and to further improve the Common Elements and Association Property;

F. To make and amend reasonable Rules and Regulations regarding the Condominium Property;

G. To approve or disapprove the transfer, lease, mortgage and ownership of Units in the Condominium;

H. To enforce by any and all legal means the provisions of the Condominium Act, the Declarations, the Articles of Incorporation, the Bylaws and any Rules and Regulations promulgated by the Board of Directors;

I. To contract for the management, operation, administration and maintenance of the Association, the Common Elements and Association Property and to delegate to such contracting party any powers and duties of the Association, except such as are specifically required by the Condominium Act, the Declarations, the Articles of Incorporation, or the Bylaws to have the approval of the Board of Directors or the Members;

J. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association, including, but not limited to, management of the Association and administration of an Association rental program, when applicable;

K. To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, benefit, or other use of the Unit Owners;

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

M. To grant, modify, move or terminate easements over, under or through the Common Elements or Association Property;

N. To sue and be sued;

O. To borrow money and secure the same by assigning Assessments, lien rights, Assessment collection authority, and by execution of mortgages encumbering the Association real property (but not the Common Elements) and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association;

P. To create and disband committees;

Q. To further improve the Condominium Property, both real and personal, and to purchase realty and items of furniture, personal property, furnishings, and equipment; and

R. To exercise such other powers and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth in the Condominium Documents and as permitted by the laws of Florida.

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 Condominium Act or Sections 617.0207 and 617.0303, Florida Statutes. For purposes of this Article 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 notice given as is practicable. Such notice may be given in any reasonable manner given the particular nature of the emergency, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting in the Condominium or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors' decisions may be communicated as provided herein. The Directors in attendance at such a meeting of the Board of Directors, if more than one (1) Director, shall constitute a quorum;

B. Cancel and reschedule any Membership meeting, committee meeting or meeting of the Board of Directors;

C. Name as interim assistant Officers persons who are not Directors, which assistant Officers shall have the same authority as the executive Officers to whom they are assisting during the emergency to accommodate the incapacity or unavailability of any Officer of the Association;

D. Relocate the Association's principal address or designate an alternative principal addresses;

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

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

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

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

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

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 pads, wood flooring, tile, baseboards, air ducts, insulation, cabinetry, and any and all personal property or belongings of a Unit Owner or occupant, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Common Elements, Association Property or the Units, even if the Unit Owner is obligated by the Declarations or Florida law to insure or replace those fixtures and to remove personal property from a Unit. Unit Owners are responsible for all costs of the mitigation measures noted above specifically undertaken for a particular Unit, if those measures would otherwise be the responsibility of the Unit Owner. The Association may use any Assessment and claim of lien authority provided by Section 718.116, Florida Statutes, or the Declarations, to enforce collection of such charges;

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

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

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

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

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

4.4 **Association Property:** All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declarations, the Articles of Incorporation and the Bylaws.

4.5 **Limitation on Exercise of Powers:** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations and the Bylaws.

ARTICLE 5 MEMBERS

5.1 **Members:** The Members of the Association shall consist of all the record Owners of Units in the Condominium and after termination of the Condominium shall consist of those who are Members at the time of such termination and their successors and assigns.

5.2 **Change of Membership:** After receiving written approval of the Association required by the Declarations of Condominiums, change of Membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument thus becomes a Member of the Association, and the Membership of the prior Owner is terminated.

5.3 **Limitation on 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 a Unit.

ARTICLE 6 VOTING RIGHTS

6.1 **Voting:** The Owner of each Unit shall be entitled to at least one (1) vote as a Member of the Association. The exact number of votes to be cast by Owners of a Unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association. Where more than one Unit is owned by the same person or corporation, such person or corporation shall be entitled to one vote for each Unit owned.

6.2 **Suspension of Voting Rights:** The Association may suspend the voting rights of a Member in the manner provided in the Condominium Act and the Condominium Documents.

ARTICLE 7 BOARD OF DIRECTORS

7.1 **Board of Directors:** The business of the corporation shall be conducted by a Board of Directors, which shall consist of not less than three (3) persons. A Director must fulfill all requirements of eligibility provided in the Bylaws, the Declarations and the Condominium Act.

7.2 **Election of Directors:** The Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws and the Condominium Act.

7.3 **Recall of Directors:** A Director may be recalled with or without cause, and vacancies on the Board of Directors shall be filled, in the manner provided by the Bylaws and the Condominium Act.

ARTICLE 8 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. Offices may be combined as provided in the Bylaws.

ARTICLE 9 INDEMNIFICATION OF OFFICERS AND DIRECTORS

9.1 **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 that person's role or activity as 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 determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that the individual did not act in good faith or in a manner reasonably believed to be opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that the individual had reasonable cause to believe the 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 or in a manner reasonably believed to be opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that the 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.

9.2 **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 these Articles, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

9.3 **Advances:** Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the 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.

9.4 **Insurance:** The Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the 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.

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

9.6 **Miscellaneous:** 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, 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.

ARTICLE 10 BYLAWS

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

ARTICLE 11 AMENDMENTS

11.1 **Proposal:** Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner subject to any provisions contained in the Declarations of Condominiums and the Condominium Act:

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, these Articles of Incorporation may be amended at any time by an affirmative vote of two thirds (2/3rds) of the Voting Interests present, in person or by proxy, at a duly noticed Membership meeting at which a quorum is present.

11.2 **Alternative:** In the alternative an amendment may be made by an agreement signed by all of the record Owners of the Units.

11.3 **Limitation on Amendments:** No amendments shall make any changes in the qualification for Membership or the voting rights of Members without the approval in writing of all Unit Owners. No amendment shall be made which is in conflict with the Condominium Act of the State of Florida or the Declarations of Condominiums.

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

11.5 **Automatic Amendment:** These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declarations of Condominiums or the Condominium Act. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles of Incorporation, the Board of Directors may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners,

may adopt by majority vote, amendments to these Articles of Incorporation as the Board of Directors deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

**ARTICLE 12
MISCELLANEOUS**

12.1 **Term:** The Association shall exist perpetually unless sooner dissolved according to law.

12.2 **Interpretation:** Terms used in these Articles of Incorporation shall have the same meaning as defined in the Declarations or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declarations, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

12.3 **Subscriber:** The name and street address of the original subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Harvey J. Abel	2071 Main Street Sarasota, Florida
Pat Shannon	2437 Bahia Vista Sarasota, Florida
Betty P. Taylor	2240 Wisteria Sarasota, Florida

12.4 **Registered Office and Agent:** The registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be Little Dolphin Enterprises, LLC, 1079 Tamiami Trail N., #225, Nokomis, Florida 34275. The Board of Directors is authorized to change its registered agent and office in the manner provided by Florida law.

12.5 **Conflicts:** The term "Condominium Documents," as used in these Articles of Incorporation and elsewhere shall include the Declarations of Condominiums, Articles of Incorporation, Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declarations of Condominiums. In the event of a conflict between the language in the Declarations of Condominiums and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

- A. Declarations of Condominiums;
- B. Articles of Incorporation;
- C. Bylaws; and
- D. Rules and Regulations

12.6 **Gender:** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.7 **Severability:** In the event that any provisions of these Articles of Incorporation are deemed invalid, the remaining provisions shall be deemed in full force and effect.

12.8 **Headings:** The headings of Articles or paragraphs herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.