

**AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
THE SOMERSET B CONDOMINIUM ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT**

In order to form a corporation under and in accordance with the Provisions of the laws of the state of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned and to that end we do, by these Articles of Incorporation, set forth:

I

The name of the corporation shall be as indicated in the title of this instrument. This corporation shall hereinafter be referred to as the "Association"

II

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", to operate that certain Condominium, known as the Somerset B Condominium (hereinafter referred to as the "Condominium"), at Century Village, West Palm Beach, Florida.

III

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the Declaration of Condominium and Exhibits attached thereto.
2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, except as limited herein, as specified in the Declaration, except as limited herein, as specified in the Declaration of Condominium and F.S. 718.111 including, but not limited to:
 - (a) To make and establish Association Rules and Regulations governing the use of the Condominium property.
 - (b) To levy and collect assessments against members of the Association to defray the expenses of the Condominium as provided for in the Declaration of Condominium and Exhibits attached thereto, to levy and collect Charges, to collect for delinquent Assessments by suit or otherwise, to abate nuisances, and to enjoin or seek damages from the unit owners for violations of the Association's Governing Documents.
 - (c) To maintain, improve, repair, reconstruct, replace, operate, protect, add to and manage the Condominium Property. Further, to make repairs and restoration of the Condominium Property in accordance with the provisions of the Condominium Documents, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.
 - (d) To contract for the management of the Condominium.

(e) To enforce the provisions of said Declaration of Condominium and Exhibits attached thereto and the Association Rules and Regulations governing the use of said Condominium.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the Association.

(g) As provided in the Declaration of Condominium, to acquire and enter into agreements whereby the Association acquires 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 or other use or benefit of the members.

(h) To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of Condominium Units.

(i) The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Association, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including non-Unit Owners, which affect the common elements or limited common elements and to alter, add to, relocate or improve the common elements and limited common elements, provided, however if any limited common elements are affected, the consent of the Owner(s) of the Unit(s) to which such limited common elements are appurtenant must be obtained by the Association.

(j) The provisions of the Declaration of condominium and Exhibits attached thereto which provide for the conduct of the affairs of the Association and create, divide, limit and regulate the powers of the Association, directors, and members shall be deemed provisions hereof.

(k) To determine and adopt an annual budget of common expenses required for the operation of the Condominium and Association

(l) To purchase insurance upon the Condominium for the protection of the Association and its members, as required by law.

(m) To make improvements of the Properties, subject to any limitations contained in the Declaration, and to reconstruct improvements after casualty.

(n) To maintain bank accounts on behalf of the Association and the designation of the signatories required therefor.

(o) To borrow money with the following limitations: The Association shall have the right to borrow money upon the approval by the Board of Directors alone up to an amount which is less than sixty thousand dollars (\$60,000). However, if the amount of same shall exceed sixty thousand dollars (\$60,000) then the loan may not be made unless ratified by a majority of the voting interests of all members of the Association at a Member's Meeting called for such purpose.

(p) The Association or its designee, acting through the Board, shall have the right to purchase, lease or acquire units in the Association.

(q) To purchase units at foreclosure or other judicial sales, in the name of the Association or its designee.

(r) To sell, lease, mortgage or otherwise deal with units acquired by, and to sublease units leased by, the Association or its designee.

(s) To levy fines against the unit owners for violations of the Association's Rules and Regulations established by it to govern the conduct of the unit owners.

(t) To provide exterminating services to the units and the common elements.

(u) To enter into and upon units during reasonable hours, and with as little inconvenience to the unit owner as possible when necessary for the maintenance, repair or replacement of any Condominium property or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Condominium property.

IV

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

1. The owners of all Units in the Condominium shall be members of the Association. No other persons or entities shall be entitled to membership.

2. Subject to the provisions of the Declaration of Condominium and the By-Laws of this Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit.

3. On all matters on which the membership shall be entitled to vote, there shall be one vote for each Unit in the Condominium. Such vote may be exercised or cast by the owner or owners of each Unit in such manner as is provided for in the Declaration or in the By-Laws adopted by the Association.

V

The Association shall have perpetual existence.

The principal office of the Association shall be located c/o Pruitts Property Management 4895 Gardner Lane, Lake Worth, FL 3346. The registered office agent of the Association shall be located at:

c/o Pruitts Property Management
4895 Gardner Lane
Lake Worth, FL 33463

Seacrest Management, Inc., 3700 Georgia Avenue, West Palm Beach, FL 33405, McCloskey.

The affairs of the Association will be managed by a Board of Administration consisting of four (4) persons.

VII

The affairs of the Association will be managed by a Board of Administration consisting of no less than three (3) and no more than five (5) directors who shall be members of the Association.

Directors of the Association shall be elected at the annual meeting in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

The Directors named in these Articles shall serve pursuant to the By-Laws and the Condominium Act and any vacancies in their number occurring shall be filled as the By-Laws provide.

~~The name and addresses of the members of the Board who shall hold office until their successors are elected and have qualified, or until removed, are as follows:~~

The Board of Directors shall have the power to adopt the budget to the Association and Condominium.

The Board shall be subject to recall as provided in F.S. 718.112 (to the extent legally valid).

VIII

Subject to the provisions of the By-Laws, the officers of the Association shall be elected by the Board at their first meeting following the members annual meeting. Officers shall serve at the pleasure of the Board. ~~The names of the initial officers who shall serve until their successors are selected are as follows:~~

IX

~~The incorporator to these articles of Incorporation is~~

X

The original By-Laws of the Association are attached as an exhibit to the Declaration. The By-Laws may be altered or rescinded by the Board and the voting interests in the Association subject to the provisions thereof.

XI

These Articles of Incorporation may be amended in the following manner:

1. **Proposal.** Amendments to these Articles may be proposed upon a vote of a majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a meeting of members, or amendments may be proposed by the members of the Association upon vote of a majority (51%) of the voting interest entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. **Call for Meeting.** Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the Board and the membership. It shall be the duty of the Secretary to give each member written notice stating the place, day and hour of the meeting and setting forth the proposed amendment or a summary of the changes to be effected thereby and an identification of agenda items for which the meeting is called. Notice shall be delivered not less than twenty (20) fourteen (14) or more than sixty (60) days before the date of the meeting, either, personally or by first class mail. Notice shall additionally be posted at a conspicuous location on the Condominium Property. If the notice is mailed with postage thereon prepaid, at least

twenty (20) fourteen (14) days before the date of meeting, it may be done by a class of United States mail other than first class. If mailed, such notice shall be deemed to be delivered when deposited in the United State mail addressed to the member at his address as appears on the membership book.

3. Vote Necessary. In order for such amendment or amendments to become effective, the same must be approved, at a duly called meeting, by an affirmative vote of ~~two-thirds of the Board and seventy five percent (75%) two-thirds (2/3)~~ of the voting interests entitled to vote thereon.

Notwithstanding the foregoing, these Articles may only be amended with the written approval of the Lessor under the Long-Term Lease, and as required for the Amendment to the Declaration of Condominium to which these Articles are attached.

4. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the members.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

XII

The share of any 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. The funds and assets for the Association shall belong solely to the Association and are subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purpose authorized in the Declaration of Condominium and Exhibits attached thereto.

XIII

All the provisions of the Declaration and Exhibits attached thereto shall be deemed ratified and fully disclosed hereunder. The term of the Association shall be perpetual.

XIV

~~The Association does and shall indemnify its officers and directors as provide in the By-Laws.~~

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director, every officer, and every member of a Committee of the Association against all expenses and liabilities, including attorneys' fees, actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal of such proceeding) (and including administrative proceeding) to which he/she may be a party because of his/her being or having been a Director, officer or member of a Committee of the Association. Indemnification of Directors and Officers shall also be provided for in Section 617.0831, Florida Statutes, as amended from time to time. In the event of conflict between this Article XIV and said statute, the intent shall be to provide the broadest protection possible to Directors and Officers. The foregoing right of

indemnification shall not be available if a judgment or other final adjudication establishes that his/her 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 judgment in its favor; or

B. A violation of criminal law, unless the Director or officer has no reasonable cause to believe his/her action was unlawful or had a reasonable cause to believe his action was lawful; or

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 office may be entitled.

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