

AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
SHELTER COVE RESORT CONDOMINIUM, INC.

(A Not-For-Profit Corporation)

We, the undersigned Incorporators, desiring to form a corporation not for profit under Chapter 617, *F.S.*, deliver for filing the following Articles of Incorporation for Shelter Cove Resort Condominium, Inc. ("Association"), pursuant to Section 617.0201, *F.S.*

Article I
Name and Principal Office

Section 1. The name of the Association shall be Shelter Cove Resort Condominium, Inc.

Section 2. The principal office and mailing address of the Association is Sentry Management, Inc., 3377 West Vine Street, #306, Kissimmee, FL 34744.

Article II
Purpose and Powers

Section 1. The purpose for which the Association is organized is to act as a governing association and the managing entity for Shelter Cove Resort Condominium ("Condominium") located in Osceola County, Florida. All capitalized terms used in these Articles of Incorporation, if not defined, shall have the meanings ascribed to such terms that are contained in the Declaration of Condominium for the Condominium ("Declaration"), or Chapter 718, *F.S.*, or the Bylaws and such meanings are incorporated into these Articles of Incorporation by reference as if set forth herein. To the extent that a provision in these Articles of Incorporation conflicts with the Declaration, the Declaration shall govern. "Member" means a member of the Association. The Association shall not be operated for profit and shall make no distributions of income to its Members, directors, or officers.

Section 2. The Association shall have all of the powers, rights and privileges that a corporation organized under the Florida Not For Profit Corporation Act may now or hereafter have or exercise provided that such powers, rights, and privileges do not conflict with the terms of these Articles, the Bylaws, the Declaration, and Chapter 718, *F.S.*, and provided further that the Association shall have the powers, rights, and privileges reasonably necessary or convenient to operate, maintain, and manage the Condominium pursuant to the Declaration and Bylaws, as amended from time to time, other documents or agreements that may exist from time to time pertaining to the Condominium, and Chapter 718, *F.S.* In addition, the Association shall have the following specific powers and duties:

LARRY WHALEY
CLERK OF CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA 10P

(a) Power to Manage Condominium Property, Contract, and Sue. The Association may contract and sue with respect to the exercise or non-exercise of its powers, duties, and functions. For this purpose, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property. After control of the Association is obtained by the Members, the Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Members concerning matters of common interest to most or all Members, including but not limited to, the common elements; the roof and structural components of a building or other improvements; mechanical, electrical, and plumbing elements serving an improvement or a building; representations of the Developer pertaining to any existing or proposed commonly used facilities; and protesting ad valorem taxes on commonly used facilities and on Units; and may defend actions in eminent domain or bring inverse condemnation actions.

(b) Assessments: Management of Common Elements. The Association has the power to make and collect Assessments as to each Unit and to lease, maintain, repair, replace, alter, add to, improve, administer, and operate the common elements and limited common elements as provided in the Declaration and applicable law. The Association may pay ad valorem taxes and Governmental Special Assessments which are liens against any part of the Condominium other than the Units and assess the Members therefor. The Association also may contract for utilities for the Condominium (including the Units on a bulk service basis) and assess Members for same. The Association may act as agent for Members as required by and in accordance with applicable law in connection with the collection from Members of ad valorem taxes and Governmental Special Assessments and the remittance of same to the county tax collector or appropriate authority. The Association may use the proceeds of the Assessments in the exercise of its powers and duties, and enforce levy of the Assessments as to each Unit through lien and foreclosure or by such other action as may be allowed by the Declaration or applicable law.

The Association may not charge a use fee against a Member for the use of the common elements or the Association Property unless otherwise provided in the Declaration or by a majority vote of the Association or unless the charges relate to the expenses incurred by a Member having exclusive use of the common elements or Association Property.

(c) Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary in its discretion for the maintenance, repair, or replacement of any common elements or limited common elements 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 common elements, the limited common elements, or a Unit.

(d) Operation of Phase Condominiums. The Association may not operate the Condominium in a phase project.

(e) **Title to Property.** The Association has the power to acquire title to or otherwise hold, convey, lease, grant possessory or use interest in, and mortgage Association Property for the use and benefit of its Members on terms the Board of Directors of the Association ("Board") may deem reasonable. The power to acquire personal property shall be exercised by the Board in its discretion. The Association may purchase Units for any purpose and hold, lease, mortgage, or convey such Units on terms and conditions approved by the Board. Except as otherwise permitted in Sections 718.111(8) and (9) and 718.114, *F.S.*, the Association may not acquire, convey, lease, or mortgage Association real property except in the manner provided in the Declaration. Subject to Section 718.112(2)(n), *F.S.*, the Association, through its Board, has the limited power to convey a portion of the common elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

(f) **Purchase of Leases.** The Association has the power to purchase any land lease or recreation lease as provided in the Declaration.

(g) **Purchase of Units.** The Association has the power, except as prohibited by the Declaration, these Articles, or the Bylaws, to purchase Units and to acquire, hold, lease, mortgage, and convey them. There shall be no limitation on the Association's right to purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments as to the Unit, or to take title by deed in lieu of foreclosure.

(h) **Easements.** Except as prohibited or as otherwise proscribed by the Declaration, the Board has the authority, without the joinder of any Member, to grant, modify, or move any easement if the easement constitutes part of or crosses the common elements, the limited common elements, or Association Property. The Board is not authorized to modify, move, or vacate any easement created in whole or in part for the use or benefit of anyone other than the Members, or which crosses the property of anyone other than the Members, without consent or approval of those persons having the use and benefit of the easement, as required by law or by the instrument creating the easement. Nothing in this subsection affects the minimum requirements of Section 718.104(4)(m), *F.S.*, or the powers generated in Section 718.111(3), *F.S.*

(i) **Insurance.** The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the common elements, the limited common elements, and the Condominium Property required to be insured by the Association pursuant to Section 718.111(11) (b), *F.S.*, and as provided in Article XIX of the Declaration. The Association also may obtain and maintain other insurance including, but not limited to, liability insurance of the directors and officers, insurance for the benefit of the Association employees, and flood insurance for common elements, limited common elements, Association Property, and Units. The Association or a group of associations may self-insure against claims against the Association, the Association Property, and the Condominium Property required to be insured by the Association, in compliance with Sections 624.460-624.488, *F.S.* A copy of each policy of insurance in effect shall be made available for inspection by Members at reasonable times.

Every hazard policy issued to protect the Condominium shall comply with Section 718.111(11) (b), *F.S.*

Every insurance policy issued to an individual Member shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

(j) Official Records. From the inception of the Association, the Association shall maintain each of the items, when applicable, which shall constitute the official records of the Association which are more fully set out in Section 718.111(12) (a)1-15, *F.S.* The official records of the Association shall be maintained within the state. The official records of the Association shall be made available to a Member as required by Section 718.111(12) (b)-(d), *F.S.*

(k) Financial Reports. The Association shall prepare and deliver financial reports in accordance with Section 718.111(13), *F.S.*

(l) Commingling. All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association may not be commingled for purposes of investment. No manager or business entity required to be licensed or registered under Section 468.32, *F.S.*, and no agent, employee, officer, or director of the Association shall commingle any Association funds with his funds or with funds from any other condominium association or community association.

(m) Specific Association Powers Regarding Recreational Facilities. Pursuant to Section 718.114, *F.S.*, the Association has the power to enter into agreements regarding, and to acquire leaseholds, memberships, and other possessory or use interests in, lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation or other use or benefit to the Members. All of these leaseholds, memberships, and other possessory or use interests existing or created at the time of recording the Declaration, if any, are stated and fully described in the Declaration. Subsequent to the recording of the Declaration, the Association may not acquire or enter into agreements acquiring these leaseholds, memberships, or other possessory or use interests except as authorized by the Declaration. The Declaration may provide that the rental, membership fees, operations, replacements, and other expenses are common expenses and may impose covenants and restrictions concerning their use and may contain other provisions not inconsistent with Chapter 718, *F.S.* The Association may conduct bingo games as provided in Section 849.0931, *F.S.*

(n) Rules and Regulations. The Association has the power to adopt Rules and Regulations concerning the Units, the common elements, the limited common elements, and Association Property.

(o) Enforcement. The Association has the power to enforce by legal means the provisions of Chapter 718, *F.S.*, and the Condominium Documents.

(p) Employment of Service Personnel. The Association has the power to employ personnel and enter into agreements reasonably necessary for the performance of services required for the proper exercise of the rights, duties, powers, and functions of the Association.

(q) Contracts for Services. The Association has the power to enter into contracts the Board deems desirable and reasonable, for the provision of services to the Association or the Members, including but not limited to contracts for telephone, water, sewer, gas, cable television, security, and pest control services.

(r) Contract for Management and Maintenance. The Association has the power to contract for the management and maintenance of the Condominium and to authorize a management firm to act as the managing entity of the Condominium and, accordingly, perform all of the functions and duties of the Association in its capacity as the managing entity pursuant to the Declaration, Chapter 718, *F.S.* and any other applicable laws.

(s) Authorize Private Use of the Common Elements. The Association may authorize Members or others to use portions of the common elements for private parties and gatherings. Reasonable charges may be imposed provided an agreement is entered into between the Association and the user.

(t) Other Authority. The Association has the power to exercise such other power 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 these Articles and as permitted by the applicable *Florida Statutes*.

Article III

Qualification of Members and the Manner of their Admission

Section 1. The Members of the Association shall consist of all of 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.

Section 2. Ownership of a Unit shall be a prerequisite to exercising any rights, powers, and privileges as a Member. A Unit may be owned by one or more individuals or by a corporation, partnership, trust, or any other appropriate entity with the power to hold title.

Section 3. Membership shall terminate on the termination of the Condominium, or on transfer of a Member's ownership in the Unit (for that Unit only if more than one is owned), provided the transfer is accomplished in accordance with all provisions of the Declaration. The

transferor's membership automatically shall transfer and be vested in the new Owner succeeding to the ownership interest in the Unit, subject to a lien for all unpaid Assessments as to the Unit. The Association may rely on a recorded deed as evidence of transfer of a Unit and terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV
Term of Existence

The Association shall have perpetual existence.

ARTICLE V
Board of Directors

The affairs of the Association shall be managed and conducted by a Board consisting of not less than 3 nor more than 7 natural persons who are 18 years of age or older.

Provisions regarding the election, removal, and filling of vacancies on the Board shall be stated in the Bylaws.

ARTICLE VI
Bylaws

The power to adopt the Bylaws shall be vested in the Board. Thereafter the Bylaws may be amended, altered, modified, or rescinded by the action or approval of a majority of a quorum of Members present, in person or by proxy, at a regular or special meeting of the Members. The manner of amending, altering, modifying, or rescinding the bylaws shall be as set forth in the Bylaws.

ARTICLE VII
Amendments to Articles

Section 1. Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board shall adopt a resolution setting forth the proposed amendment and, if Members have been admitted, direct that it be submitted to a vote at a meeting of the Members, which may be either the annual or a special meeting. If no Members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected shall be given to each Member of record entitled to vote within the time and in the manner provided in these articles for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting having a quorum in attendance in person or by proxy, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted on receiving the affirmative vote of 51% of the number of votes cast by the Members in person or by proxy at such meeting.

Section 2. Any number of amendments may be submitted to the Members and voted on by them at one meeting.

Section 3. Notwithstanding anything in these Articles to the contrary, no amendment shall make any change in the qualifications for membership without approval in writing of all of the Members and the consent of all record holders of mortgages on any Condominium Property or Association Property. No amendment shall be made that is in conflict with Chapter 718, F.S., or the Declaration. No amendment shall be effective until filed in accordance with the applicable Florida corporation laws and a certified copy of the Articles of Amendment to these Articles are recorded in the Public Records of Osceola County, Florida.

ARTICLE VIII

Voting

Section 1. Each Unit is entitled to one vote pursuant to the terms and conditions of the Declaration.

Section 2. Votes may be cast either in person or by proxy, subject to the provisions of the Bylaws and Chapter 718, F.S. Any person appointed as proxy may, but need not be, an officer or director of the Association, or affiliated with Developer, its successors, or assigns.

Section 3. For purposes of these Articles, the Bylaws, the Declaration, or any other document of the Association or Condominium, the term "all Members" when used with reference to voting shall mean the total of all Members entitled to vote and shall not mean just those Members present at the meeting in person or by proxy. No vote appurtenant to a Unit shall be cast at any meeting unless the Member(s) owing the Unit is registered on the membership book of the Association.

ARTICLE IX
Additional Provisions

Section 1. No officer, director, or Member shall be personally liable for any debt or other obligation of the Association except as provided in the Declaration.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its Members, directors, or officers. The Association shall not pay compensation to its Members, directors, or officers for services rendered.

Section 3. When the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 4. Should any paragraph, sentence, phrase, or portion of any provision of these Articles or of the Bylaws or rules and regulations be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts, and the remaining instruments, or the application of such provisions to different circumstances.

ARTICLE X
Registered Agent

The name and address of the initial registered agent, and the address of the initial registered office for the service of process on the Association within Florida are:

James W. Hart, Jr.

2180 W. St. Rd. 434, Suite 5000
Longwood, FL 32779.

IN WITNESS WHEREOF, the subscribing Incorporator has set his hand and seal and caused these Articles of Incorporation to be executed this 18th day of December, 1998.


(Name)

STATE OF FLORIDA
COUNTY OF ORANGE

CL 99011793

OR 1572/2631

The foregoing instrument was acknowledged before me this 18 day of August, 1998,
by TERENCE D. CRAWFORD AS HUSBAND, who is personally known to me or who has produced
PERSONAL ID as identification and who did/did not take an
oath.

NOTARY PUBLIC:

Sign: [Signature]



Daniel L. DeCubellis
My Commission CC738634
Expires June 3, 2002

Print: DANIEL L. DECUBELLIS
State of Florida at Large (Seal)

My Commission Expires:

ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent and to accept service of process for the above stated corporation at the place designated in Article X of the foregoing Articles of Incorporation, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and am familiar with and accept the obligations of my position as Registered Agent.



James W. Hart, Jr.
Registered Agent

Date: 12/21/98