

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION

FILED
OCT 6 4 1 PM '81
OFFICE OF STATE
SECRETARY, FLORIDA

-of-

HIDEAWAY BEACH ASSOCIATION, INC.
A Florida Corporation, not for profit

The undersigned hereby amend and alter the Articles of Incorporation for Hideaway Beach Association, Inc., executed on May 11, 1979, and substitute therefore, the following:

ARTICLE I

NAME

The name of this corporation shall be HIDEAWAY BEACH ASSOCIATION, INC. ("Association").

ARTICLE II

PURPOSES

The purposes for which this Association is formed are as follows:

A. To form an "Association" and, as such, to operate, maintain, repair, improve, lease and administer the Common Property which from time to time is subject to the Declaration of

Covenants, Conditions and Restrictions for HIDEAWAY BEACH, as recorded in the Official Records of Collier County, Florida (said Declaration, as amended from time to time, is hereinafter referred to as the "Declaration"), and to perform the acts and duties necessary and desirable for the management of the Common Property which from time to time are subject to the Declaration; and to own, operate, lease, sell and trade property, whether real or personal, including Residential Lots and Condominium Units subject to the Declaration, as may be necessary or convenient in the administration of Hideaway Beach. The terms, Hideaway Beach, Common Property, Residential Lot, Condominium Unit, and Owner when used herein shall have the same meaning as provided for in the Declaration.

B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration.

C. To establish by-laws ("By-Laws") for the operation of the Common Property, provide for the administration of the Association and rules and regulations for governing the same, and enforce the provisions of the Declaration, these Articles of Incorporation and the By-Laws.

D. To contract for the management of the Common Property and to delegate to the party with whom such contract has been executed the appropriate powers and duties of the Association except those which require specific action by or approval of the

board of directors ("Board") or members ("Members") of the Association.

E. Fix, levy, collect and enforce payment by any lawful means of all charges and/or assessments made pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

F. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate and maintain both real and personal property in connection with the affairs of the Association.

G. Dedicate, sell or transfer all or any part of the Common Property owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members.

H. To participate in mergers and consolidations with other non-profit corporations provided that any such merger or consolidation shall have been approved by holders of three-quarters (3/4) of the total votes present in person or by proxy at a meeting duly called.

I. The Association shall have all of the common law and statutory powers provided under the laws of the State of Florida, and those powers provided by the Declaration, these Articles and the By-Laws of the Association.

ARTICLE III

MEMBERS

A. Subject to the terms of the Declaration all Owners of Residential Lots and Condominium Units shall automatically be Members of the Association and their respective memberships shall automatically terminate when they sell their Residential Lots or Condominium Units. The Association shall have one (1) class of voting membership. Each Member shall be entitled to one (1) vote for each Residential Lot or Condominium Unit owned by said Member. When more than one person holds an interest in any such Residential Lot or Condominium Unit, all such persons shall be Members. The vote for each such Residential Lot or Condominium Unit shall be exercised as they among themselves determine in the document creating the tenancy, a copy of which shall be filed with the secretary of the Association, but in no event shall more than one (1) vote be cast with respect to any one such Residential Lot or Condominium Unit. Notwithstanding anything to the contrary, if only one individual of a married couple is present at a meeting, then the vote of that individual shall be deemed to represent the will of the married couple.

B. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the

Members meeting except with respect to those matters requiring a greater vote in accordance with other provisions of these Articles or the Declaration and except in the following circumstances:

(i) The dedication or transfer of all or any part of the Common Property by the Association to any public agency, authority or utility or the sale or disposition of all or any part of its property for any purpose, in which case an affirmative vote of the holders of three-quarters (3/4) of the votes cast at a duly called meeting of the Members of the Association is required. At least 30 days prior notice of such meeting must be given to all Members entitled to vote.

(ii) The participation in a merger or consolidation with other corporations not for profit shall require the same vote as provided in item (i) above.

ARTICLE IV

EXISTENCE

This Association shall have perpetual existence.

ARTICLE V

DIRECTORS

A. The affairs and property of the Association shall be managed and governed by a board of directors ("Board") composed of not less than three (3) persons. The first Board shall have three (3) directors and, in the future, the number shall be determined from time to time in accordance with the Association's By-Laws.

B. Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining directors may appoint a director to serve the balance of said unexpired term. The directors named in Article VI shall serve until the first election of a Board as provided in the By-Laws and any vacancies in their number occurring before the first election may be filled by the remaining directors or new directors may be appointed by the Declarant.

C. All officers shall be elected by the Board in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board shall elect a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be

elected from among the membership of the Board but no other officer need be a director.

ARTICLE VI

FIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board and shall serve until the first election of the Board at the first meeting of the membership:

<u>Name</u>	<u>Address</u>
Raymond H. Smela	365 Bay Street Toronto, Ontario, Canada
Richard B. Willis	962 N. Collier Boulevard Marco Island, Florida
Arthur V. Woodward	940 N. Collier Boulevard Marco Island, Florida

Owners other than the Declarant (as defined in the Declaration), shall be entitled to elect Members to the Board at the first meeting of the Members of the Association which meeting shall be held the third Tuesday in the month following the month in which the cumulative total of Residential Lots and Condominium Units conveyed by the Declarant to individual purchases in the ordinary course of business reaches six hundred (600).

ARTICLE VII

OFFICERS

Subject to the direction of the Board, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Directors. The following persons shall constitute the initial officers of the Association and they shall continue to serve as such officers until removed by the Board:

<u>Name</u>	<u>Office</u>
Richard D. Willis	President
Arthur V. Woodward	Secretary

ARTICLE VIII

BY-LAWS

A. The By-Laws of this Association shall be adopted by the Board. The By-Laws may be amended by the Members in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would change the rights and privileges of the Declarant referred to in the Declaration without the Declarant's written approval.

C. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

ARTICLE IX

AMENDMENTS

A. Until the first meeting of the Members, these Articles of Incorporation may be altered or amended at any regular or special meeting of the Board upon a resolution adopted by a majority of the directors.

B. Thereafter these Articles of Incorporation may be amended as follows: Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority of the Board or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than ten (10) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of Members holding three-quarters ($3/4$) of the total votes of the Association and an affirmative vote of two-thirds ($2/3$) of the Board members shall be required for approval of the proposed amendment.

C. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

ARTICLE X
INDEMNIFICATION

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XI

ARCHITECTURAL REVIEW

Until the Declarant (as defined in the Declaration) no longer owns any Residential Lots or Condominium Units in Hideaway Beach, or sooner if it so elects, it shall designate the members of the Development Review Committee (DRC). Thereafter the Board shall appoint the DRC. The DRC, subject to the terms and conditions of the Declaration, shall have the power to promulgate from time to time resident planning criteria for the Residential Lots and Condominium Units subject to the Declaration.

ARTICLE XII

CONSTRUCTION

In the event of any conflict or ambiguity between the terms and conditions of the Declaration and these Articles or the By-Laws, the Declaration shall have priority over these Articles and the By-Laws and the terms and conditions of the Declaration shall take precedence over and supersede the terms and conditions of the Articles and the By-Laws. In the event of a conflict between these Articles and the By-Laws, the terms of the Articles shall take precedence over the terms of the By-Laws. Any conflict or ambiguity with regard to the affairs of the Association shall be resolved by reference to this provision.

ARTICLE XIII

ADDRESS

The principal address of the Association shall be:

962 Collier Boulevard
Marco Island, Florida

or at such other place as may be subsequently designated by the Board. The name of the initial Registered Agent and the address of the Registered Office is:

Richard B. Willis
962 North Collier Boulevard
Marco Island, Florida

The Registered Agent is authorized to accept service of process within this state upon the Association.

ARTICLE XIV

SUBSCRIBERS

The names and addresses of the subscribing incorporators are: Raymond H. Smela, 365 Bay Street, Toronto, Canada; Richard B. Willis, 962 North Collier Boulevard, Marco Island, Florida; and Arthur V. Woodward, 940 North Collier Boulevard, Marco Island, Florida.

Signed, Sealed and Delivered
in the Presence of:

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

Raymond H. Smela
Director

[Handwritten Signature]

Richard W. Willis
Director/President

[Handwritten Signature]

Arthur V. Woodward
Director/Secretary

