

Prepared and return to:
Christopher N. Davies, Esquire
Swalm, Bourgeau & Davies, P.A.
2375 Tamiami Trail North
Suite 308
Naples, FL 34103

Retn: CHRISTOPHER N DAVIES
SWALM BOURGEOU ET AL
2375 TAMIAMT TR N #308
NAPLES FL 34103

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of The Terraces Condominium Association, Inc. of Naples, a Florida corporation not for profit, hereby certifies that at a meeting of the Board of Directors, where a quorum was present, all the resolutions set forth below were approved by at least a majority of the Board. Thereupon at a duly called Special Meeting of the Members held on March 10, 2009, where a quorum was present, after due notice, the resolutions were approved and adopted by the affirmative vote of at least seventy-five percent (75%) of the voting interests present and voting in person or by proxy for the purpose of amending the Amended and Restated Declaration of Condominium of The Terraces, a Condominium, as originally recorded at O.R. Book 1193, Page 724 *et seq.*, and Amended and Restated at O.R. Book 2505, Pages 2900 *et seq.*, Public Records of Collier County, Florida, and the Articles of Incorporation and Bylaws of the corporation.

RESOLVED: That the Amended and Restated Declaration of Condominium of The Terraces, a Condominium, be and is hereby amended and the amendments are adopted in the form attached hereto as Exhibit "A", and made a part hereof.

RESOLVED: That the Articles of Incorporation of The Terraces Condominium Association of Naples, Inc., be and are hereby amended and the amendments are adopted in the form attached hereto as Exhibit "B", and made a part hereof.

RESOLVED: That the Bylaws of The Terraces Condominium Association, Inc. of Naples, be and are hereby amended and the amendments are adopted in the form attached hereto as Exhibit "C", and made a part hereof.

Date: March 27, 2009

THE TERRACES CONDOMINIUM
ASSOCIATION OF NAPLES, INC.

(1) John T. Johnson
Witness

By: Ralph Korte
Ralph Korte, President
4751 Gulf Shore Boulevard North
Naples, FL 34103

Print Name: John T. Johnson

(2) Patricia M. Fuller
Witness

Print Name: Patricia M. Fuller

(CORPORATE SEAL)

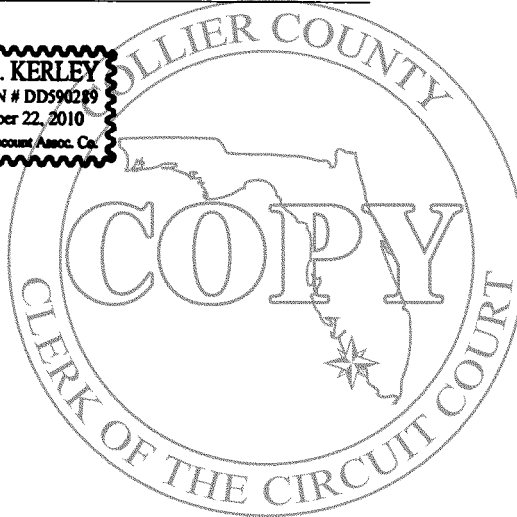
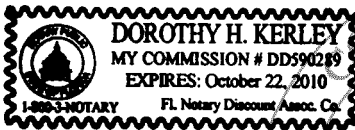
**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 27th day of March, 2009, by Ralph Korte, President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.

Dorothy H. Kerley
Notary Public

DOROTHY H. KERLEY
Printed Name

My Commission expires: 10-22-10



AMENDMENT TO THE
 AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
 OF
 THE TERRACES CONDOMINIUM ASSOCIATION, INC. OF NAPLES

Note: New language is underlined; language being deleted is shown in ~~strike-through type~~.

The Amended and Restated Declaration of Condominium of The Terraces Condominium Association, Inc. of Naples shall be amended as shown below:

1. Section 9.7 is amended as shown below:

Section 9.7 Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies. Any person who knowingly or intentionally defaces or destroys accounting records that are required by this chapter, or knowingly or intentionally fails to create or maintain accounting records that are required by this chapter, is personally subject to a civil penalty pursuant to Section 718.501(1)(d), Florida Statutes.

2. Section 10.1 is amended as shown below:

Section 10.1 Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement and insurance of the common elements and Association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the Units shall be a common expense. If the Board of Directors contracts for pest control within Units or basic cable television programming services and internet services in bulk for the entire Condominium, the cost of such services shall be a common expense. Assessments levied by Commons "W" Association, Inc., as further provided in Section 9.13 above, shall be a common expense.

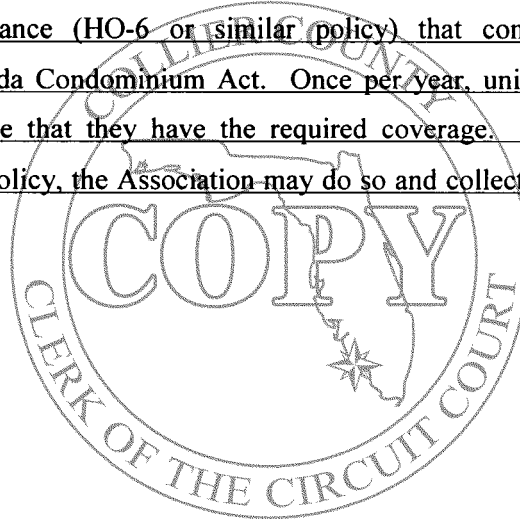
3. Section 12.6 is amended as shown below:

Section 12.6 Signs. No person may post or display "For Sale", "For Rent", "~~Open House~~" or other similar signs of advertisements anywhere within the Condominium or on the Condominium property. An "Open House" sign provided by the Association may be displayed

on the Condominium property with the permission of and subject to the limitations imposed by the building manager.”

4. Section 15.1 is amended as shown below:

Section 15.1 By the Unit Owner. Each Unit owner is responsible for insuring his own Unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the Unit and required to be repaired or replaced by the owner; and all alterations, additions and improvements made to the Unit or the common elements by the owner or his predecessors in title. Each Unit owner is ~~expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance.~~ required to carry homeowners insurance (HO-6 or similar policy) that complies with the coverage requirements of the Florida Condominium Act. Once per year, unit owners shall provide the Association with evidence that they have the required coverage. If the unit owner fails to purchase an appropriate policy, the Association may do so and collect the premium as an unpaid assessment.



State of Florida

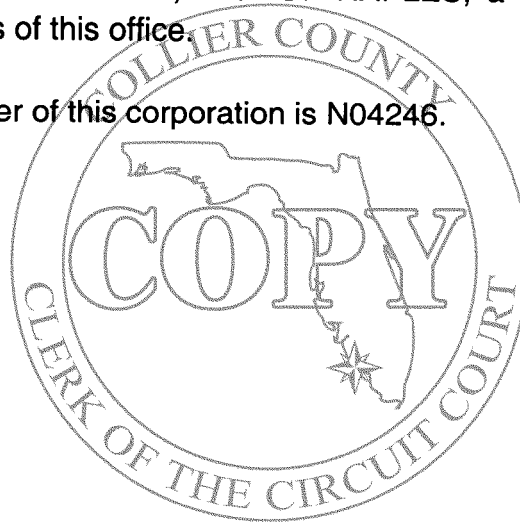
OR: 4443 PG: 3072



Department of State


I certify the attached is a true and correct copy of the Articles of Amendment, filed on April 3, 2009, to Articles of Incorporation for THE TERRACES CONDOMINIUM ASSOCIATION, INC. OF NAPLES, a Florida corporation, as shown by the records of this office.

The document number of this corporation is N04246.



CR2EO22 (01-07)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Third day of April, 2009


Kurt Browning
Secretary of State

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
09 APR -3 PM 12:31

Articles of Amendment
to
Articles of Incorporation
of
The Terraces Condominium Association, Inc. of Naples
(Name of corporation as currently filed with the Florida Dept. of State)

NO4246
(Document number of corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

Article VIII. Indemnification

ARTICLE VIII. INDEMNIFICATION

Indemnification. To the fullest extent permitted by Florida law, the Association shall defend, indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Bad faith, with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. ~~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.~~
- (B) A violation of criminal law, ~~unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.~~
- (C) A transaction from which the Director or officer derived an improper personal benefit.

The date of adoption of the amendment(s) was: March 10, 2009

Effective date if applicable:

(no more than 90 days after amendment file date)

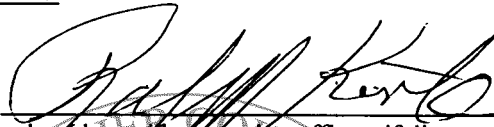
Adoption of Amendment(s) (CHECK ONE)

X The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.

There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signed this 27th day of March, 2009.

Signature



(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- If the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

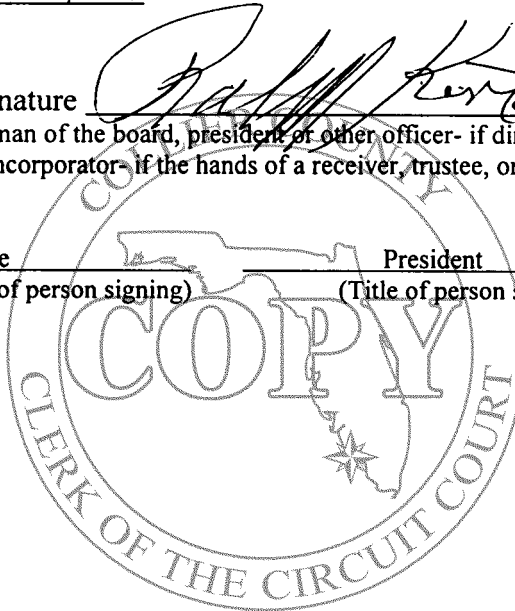
Ralph Korte

(Typed or printed name of person signing)

President

(Title of person signing)

FILING FEE: \$35



Effective date if applicable:

(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

X The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.

There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

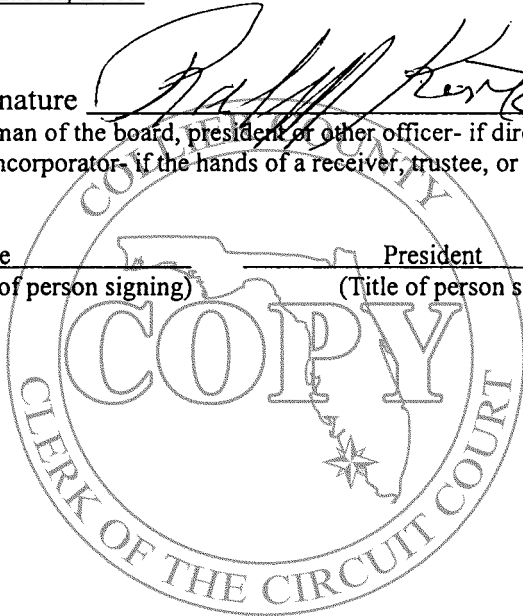
Signed this 27th day of March, 2009.

Signature 

(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

Ralph Korte President
(Typed or printed name of person signing) (Title of person signing)

FILING FEE: \$35



AMENDMENT TO THE
AMENDED AND RESTATED BYLAWS
OF
THE TERRACES CONDOMINIUM ASSOCIATION, INC. OF NAPLES

Note: New language is underlined; language being deleted is shown in ~~strike-through type~~.

The Amended and Restated Bylaws of The Terraces Condominium Association, Inc. of Naples shall be amended as shown below:

1. Section 3.1 is amended as shown below:

3.1 Annual Meeting. There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier County, Florida, each year during the month of March at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting, if balloting is necessary, all ballots cast in the annual election of Directors shall be counted and the results announced.

2. Section 3.3 is replaced in its entirety and replaced with the following:

3.3 Notice of Meetings. Notice of all members' meetings shall state the time, date, and place of the meeting and include a detailed agenda for the meeting and shall be posted in a conspicuous place on the condominium property for at least fourteen (14) continuous days prior to the meeting. The notice shall be mailed to each member at the most recent address which appears on the books of the Association, or may be furnished by personal delivery. Notice of meetings may be given by electronic transmission such as fax and e-mail, provided consent of the unit owner is obtained pursuant to Section 718.112(2)(d)5, Florida Statutes. The unit owner bears the responsibility for notifying the Association of any change of address. The notice and agenda shall be electronically transmitted, mailed or delivered at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing, delivery, or transmission shall be retained in the Association records as proof. Notice of a meeting to vote on the proposed recall of a Director may not be given by the electronic transmission. Notice of any meeting may be waived in writing by any person entitled to receive such notice.

3. Section 3.6 is deleted in its entirety and replaced with the following:

3.6 Proxy Voting. To the extent lawful, a person entitled to attend and vote at a members meeting is also entitled to establish a presence and vote by proxy. Proxies may not be used to elect Directors.

(A) Limited Proxies. Only limited proxies may be used to vote by proxy on substantive issues such as whether to waive the funding of reserves or financial statement requirements, or whether to approve proposed amendments to the Condominium Documents, and for voting on all other substantive matters on which a vote of the members is required or permitted by law. Any question on a limited proxy relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the proxy: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

(B) General Proxies. General proxies may be used only to establish a quorum, for votes on procedural questions, and for voting on non-substantive amendments to proposals for which a limited proxy is being used.

A proxy is valid only for the specific meeting for which originally given, and any lawful reconvening of that meeting, and in no event for longer than ninety (90) days after the date of the meeting for which it was originally given. A proxy is always revocable at the pleasure of the person who signed it. To be valid, a proxy must be in writing and bear the dated signature of a person authorized to cast the unit's vote under Section 2.2 above. It must also specify the date, time and place of the meeting for which it is given. The original signed proxy (or a legal substitute for the original) must be filed with the Association at or before the time of the meeting (or reconvening of the meeting after an adjournment). Holders of proxies need not be Association members. A proxy that names more than one (1) natural person as proxyholder is invalid, but the proxyholder may, if the proxy expressly so provides, substitute another person to act as proxyholder.

4. Section 3 is amended by adding the following:

3.12 Special Notice Requirements: Electronic Transmission. Notice of unit owner meetings, and other written communications, except meetings for the purpose of recalling Directors, may be given by electronic transmission such as fax and e-mail, provided consent of the unit owner is obtained pursuant to Section 718.112(2)(d), Florida Statutes.

5. Section 4.1 is amended as shown below:

Section 4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be seven (7) ~~nine (9)~~. All Directors shall be elected for two (2) ~~three (3)~~ year staggered terms with the regular term of four (4) ~~three (3)~~ Directors commencing at ~~each annual election~~ the annual election in odd numbered years and the term of three (3) Directors commencing at the annual election in even numbered years. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided in 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy between annual elections, as provided in Section 4.4 below.

6. Section 4.2 is amended as shown below:

Section 4.2 Qualifications. Each Director must be a member of the Association or the spouse of a member. Any Director who is more than ninety (90) days delinquent in the payment of an assessment is disqualified from service on the Board. Any Director charged with felony theft or embezzlement may not be appointed or elected and if serving will be removed until the charges are resolved without a finding of guilt. Should the charges be resolved without a finding of guilt, the Director or officer shall be reinstated for the remainder of his or her term of office, if any. Any such vacancy shall be filled according to law. No director shall serve more than two (2) two (2) ~~three (3)~~ year terms consecutively and shall not again become eligible to serve as a director until the passage of a full regular term (two years) (~~three years~~) from the completion of the two (2) consecutive regular terms. A director completing one three (3) year term at the time of amendment of Section 4.2 shall not be disqualified from seeking election for a two (2) year term.

7. Section 4.3 (A) is amended as shown below:

Section 4.3 Elections. In each annual election the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

(A) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, or electronically transmit, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, the first notice of the date of the election. It must contain the name and correct mailing address of the Association. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days before the scheduled election the Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet which must be furnished by the candidate not less than ~~thirty~~ thirty-five (35) days before the election, on one side of a sheet, no larger than 8 ½ inches by 11 inches, with the costs of copying and mailing to be borne by the Association. The Association shall have no liability for its contents but shall not edit, alter, or otherwise modify the content of the information sheet. However, in order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The Association shall also provide a certification form approved by the Department of Business and Professional Registration Division of Florida Condominiums, Timeshares and Mobile Homes to be signed by each candidate for election to the Board attesting that the candidate has read and understands to the best of his ability, the governing documents of the Association, the provisions of Chapter 718 of the Florida Statutes and all applicable Division rules. If the Candidate Certification Form is not timely received the candidate's name shall not be included on the ballot.

8. Section 4.7 is amended as shown below:

Section 4.7 Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone, facsimile machine, ~~or telegram~~, or electronically transmitted at least two (2) days prior to the day named for such meeting. A special meeting may also be called by the members if at least twenty percent (20%) of the voting interests petition the Board of Directors to address an item of business. In such an event, the Board shall at its next regular Board meeting, or at a

special meeting of the Board, but not later than sixty (60) days after receipt of the petition, place the item set forth in the petition from the unit owners on the agenda.

9. Section 4.11 is amended as shown below:

Section 4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting ~~because of an asserted conflict of interest.~~ A Director who abstains is assumed to have taken no position on the proposed action. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minute. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

10. Section 4.16 is deleted in its entirety and replaced with the following:

Section 4.16 Emergency Powers.

(1) To the extent allowed by law and unless specifically prohibited by the Declaration of Condominium, the Articles, or the Bylaws of an Association, and consistent with the provisions of Section 617.0830, Florida Statutes, the Board of Directors, in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the locale in which the Condominium is located, may, but is not required to, exercise the following powers:

(A) Conduct Board meetings and membership meetings with notice given as is practicable. Such notice may be given in any practical manner, including publication, radio, United States mail, the internet, public service announcements, and conspicuous posting on the Condominium property or any other means the Board deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this paragraph.

(B) Cancel and reschedule any Association meeting.

(C) Name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

- (D) Relocate the Association's principal office or designate alternative principal offices.
- (E) Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.
- (F) Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, shutting down or off elevators; electricity; water, sewer, or security systems; or air conditioners.
- (G) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the Condominium property unavailable for entry or occupancy by unit owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.
- (H) Require the evacuation of the Condominium property in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any unit owner or other occupant of a Condominium fail or refuse to evacuate the Condominium property where the Board has required evacuation, the Association shall be immune from 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, 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 declaration.
- (J) Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Condominium property, even if the unit owner is obligated by the declaration or law to insure or replace those fixtures and to remove personal property from a unit.
- (K) Contract, on behalf of any unit owner or owners, for items or services for which the owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Condominium property. In such event, the unit owner or owners on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the

Association may use its lien authority provided by Section 718.116, Florida Statutes, to enforce collection of the charges. Without limitation, such items or services may include the drying of units, the boarding of broken windows or doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the units or other portions of the property.

(L) Regardless of any provision to the contrary and even if such authority does not specifically appear in the declaration of Condominium, articles, or bylaws of the Association, levy special assessments without a vote of the owners.

(M) Without unit owners' 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 paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the declaration of Condominium, articles, or bylaws of the Association.

11. Section 6.8 is deleted in its entirety and replaced with the following:

6.8 Financial Statements. Not later than ninety (90) days after the close of each fiscal year, the Association shall distribute to the owners of each unit complete financial statements, meeting the requirements of subsection 78F.111(14) of the Condominium Act, prepared by an independent certified public accountant. These requirements may be waived for a fiscal year by approval of at least a majority of the voting interest present in person or by proxy and voting at a meeting called for the purpose held before the end of the fiscal year. The Association may not waive the financial reporting requirements for more than three (3) consecutive years.