

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
PERICO BAY VILLAGE ASSOCIATION, INC.**

A Corporation Not For Profit

The undersigned hereby forms a corporation not for profit under Chapter 617, Florida Statutes, and certifies as follows:

ARTICLE I. NAME

The name of the corporation shall be "Perico Bay Village Association, Inc." For convenience the corporation shall herein be referred to as the "Association".

ARTICLE II. PURPOSE

2.1 Purpose: The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter called the Condominium Act, for the operation of Village I at Perico Bay, a Condominium, Village II at Perico Bay, a Condominium, and Village III at Perico Bay, a Condominium located in Manatee County, Florida.

2.2 Distribution of Income: The Association shall make no distribution of income to its members, directors, or officers.

ARTICLE III. POWERS

3.1 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 Condominium Act or the Declaration of Condominium for the Condominium operated by the Association.

3.2 Specific Powers: The Association shall have all of the powers and duties set forth in the Condominium Act and the Declaration, as amended from time to time, except as validly limited by these Articles of Incorporation and by the Declaration, in accordance with the Condominium Act, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to such Declaration, as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments and special charges against members as unit owners in accordance with the Declarations and Condominium Act.

(b) To use the proceeds of assessments and special charges in the exercise of its powers and duties in accordance with the Declarations.

(c) To maintain, repair, replace and operate the Condominium property which shall include the irrevocable right to access to each unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any of the common elements therein, or accessible therein or therefrom, or for making an emergency repair therein, that may be necessary to prevent damage to the common

elements, or to another unit or units, and to maintain and repair units where authorized by the Declaration.

(d) To purchase insurance upon the condominium property, including improvements within units, and insurance for the protection of the Association and its members as unit owners.

(e) To reconstruct the improvements after casualty and to further improve the property, and to reconstruct improvements to units in accordance with the Declaration.

(f) To adopt and amend reasonable regulations respecting the use of the property in the Condominiums.

(g) To approve or disapprove the transfer, mortgage, ownership and leasehold of units in the Condominiums, as provided by the Declarations and the By-Laws of the Association.

(h) To enforce by legal means the provisions of the Condominium Act, the Declarations of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the Condominiums.

(i) To levy fines for violation of approved Association rules and regulations, or violations of the provisions of the Declaration, these Articles or the By-Laws, all as set forth in the By-Laws.

(j) To contract for the management of the Condominium and to delegate to such contractor such authority and duties as the Association deems appropriate, except as may be required by any Declaration of Condominium, the By-Laws or the Condominium Act to have the approval of the Directors or the membership of the Association.

(k) To employ personnel, or contract for services, for reasonable compensation to perform the services required for the proper administration and operation of the Condominiums and the carrying out of the purposes of the Association.

(l) To pay taxes and assessments which are liens against any part of a Condominium, other than the individual units, unless the individual unit or units are owned by the Association, and the appurtenances thereto, and to assess the same against the unit and the owner of the unit which is subject to such liens.

(m) To enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in the lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use benefits of the unit owners.

(n) To purchase a unit or units in a Condominium in accordance with the provisions of the Declaration and to hold, lease, mortgage, improve and convey the

same.

(o) To enter into agreements for construction of recreation facilities, or buildings, or master T.V. antenna systems, and other amenities or facilities for the benefit of the unit owners and to borrow money for the purpose of carrying out such construction and to mortgage, lease or otherwise provide security for the repayment of said funds.

(p) To add additional lands to the Condominium property in the manner provided in the Condominium Act and the applicable Declaration.

(q) To enter into agreements with other condominium or homeowner associations providing for shared expense of items of management, administration and/or maintenance.

3.3 Assets Held in Trust: All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members, in accordance with the provisions of the Declarations, these Articles of Incorporation and the By-Laws of the Association.

3.4 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 laws of the State of Florida, the Declarations of Condominium, these Articles and the By-Laws of the Association.

ARTICLE IV. MEMBERS

4.1 Members: The members of the Association shall consist of all of the record owners of units in the Condominiums operated hereby, and upon termination of any Condominium, those who are members at the time of such termination and their successors and assigns.

4.2 Change of Membership: Change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, of a deed or other instrument establishing a change of record title to a unit in a condominium operated hereby and the delivery to the Association of a copy of such instrument, and approval of such transaction by the Association as required by the Declaration. The owner designated in such instrument shall thereupon become a member of the Association and the membership of the prior owner shall thereupon be terminated, as provided in the By-Laws.

4.3 Limitation on a 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 the member's unit.

4.4 Voting: The owner of each unit shall be entitled to one vote as a member of the Association, provided, however, there shall be no vote for any unit owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association. owners owning more than one unit shall be entitled to one vote for each unit owned.

ARTICLE V. DIRECTORS

5.1 Board of Directors: The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the By-Laws. In no event shall the Board of Directors consist of fewer than three (3) Directors. Directors shall be members of the Association except as otherwise provided.

5.2 Election of Directors: Directors of the Association shall be elected at the annual meeting of the members, 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.

5.3 First Election of Directors: The first election of Directors shall occur when unit owners other than the Developer own 15% or more of the units in the condominium operated by the Association. At such first election, held as provided by the Condominium Act, unit owners other than the Developer shall be entitled to elect one-third of the members of the Board of Directors. Subsequent elections shall be held pursuant to the requirements of the Condominium Act and as set forth in the By-Laws. Any vacancy occurring in the Board prior to the first election shall be filled by the remaining Directors.

5.4 First Board of Directors: The names and addresses of the initial Board of Directors, who were selected by the Developer and who served until their successors were elected, are as follows:

George C. Krewson
3701 Cortez Road West
Bradenton, Florida 33507

James Schier
3701 Cortez Road West
Bradenton, Florida.33507

Thomasine Blackmer
3701 Cortez Road West
Bradenton, Florida 33507

The initial Directors designated by Developer herein, and any Directors subsequently designated or appointed or elected by Developer need not be members of the Association. All other Board members shall be members.

ARTICLE VI. OFFICERS

6.1 Officers: The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be created by the Board of Directors as permitted by the By-Laws. Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the By-Laws. The names

and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

George C. Krewson, President
3701 Cortez Road West
Bradenton, FL 33507

James Schier, Vice President
3701 Cortez Road West
Bradenton, FL 33507

Thomasine Blackmer, Secretary and Treasurer
3701 Cortez Road West
Bradenton, FL 33507

ARTICLE VII. INDEMNIFICATION

7.1 Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, as more fully set forth in the By-laws.

7.2 Insurance: The Board of Directors of the Association may purchase liability insurance to insure all Directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the members of the Association as part of the common expenses.

ARTICLE VIII. BY-LAWS

8.1 By-Laws: The first By-Laws of the Association may be altered, amended or rescinded as provided by the By-Laws.

ARTICLE IX. AMENDMENTS

9.1 Amendments: Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner subject to any provisions contained in the Declaration and the Condominium Act:

(a) Notice of the subject matter or proposed Amendment shall be included in the notice of any meeting at which a proposed Amendment is considered.

(b) A Resolution for the adoption of a proposed Amendment may be proposed either by the Board of Directors or by the members of the Association. Except as elsewhere provided, such approval must be by not less than two-thirds of the entire membership of the Board of Directors and by not less than two-thirds of the entire membership of the Association; or by not less than three-fourths of the entire membership of the Association. Directors and Members not present, in person or by proxy, at the meeting considering Amendment, may express their approval in writing, provided such

approval is delivered to the secretary prior to the commencement of the meeting.

9.2 Alternative: In the alternative an Amendment may be made by an Agreement signed and acknowledged by all of the record owners of the units in all Condominiums operated by the Association.

9.3 Limitation on Amendments: No Amendments shall make any changes in the qualification for membership, nor the voting rights of members, nor any change in Section 3.3 of Article III herein without the approval in writing by all members and the joinder of all record owners of mortgages upon the Condominiums. No Amendment shall be made which is in conflict with the Condominium Act of the State of Florida or any Declaration.

9.4 Certification: A copy of each Amendment shall be certified by the Secretary of State and recorded in the Public Records of Manatee County, Florida.

ARTICLE X. EXISTENCE

The term of the Association shall be perpetual.

ARTICLE XI. SUBSCRIBERS

The name and address of the subscriber of these Articles of Incorporation is as follows:

Perico Housing Corp.
3701 Cortez Road west
Bradenton, FL 33507

ARTICLE XII. REGISTERED OFFICE AND AGENT

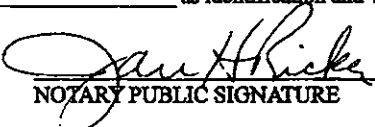
The Association shall have its Registered Office at 4301 32nd Street West, Suite A20, Bradenton, FL 3405, and hereby names Chris Brown at that office as its Registered Agent. By execution hereof, Chris Brown accepts designation as Registered and Resident Agent and agrees to comply with the laws of Florida relating to such office.

IN WITNESS WHERE, the undersigned has caused these Articles to be executed in its name this 0th day of MARCH 2017.


CHRIS BROWN

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by Chris Brown, who is personally known to be or who has produced _____ as identification and who did/did not take an oath.


NOTARY PUBLIC SIGNATURE



JAN H. FICKLER
MY COMMISSION # FF-16784
EXPIRES: May 19, 2017
Bonded thru Budget Notary Services

NOTARY PUBLIC NAME PRINTED

COMMISSION NUMBER

My Commission Expires:

ACCEPTANCE BY REGISTERED AGENT

I hereby agree, as Registered Agent, to comply with the provisions of all statutes relating to the proper and complete performance of my duties. I am familiar with and accept the obligations of my position as registered agent.



CHRIS BROWN
Registered Agent

Exhibit D

Bylaws