

O.R. 1841 PG 0658

State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of THE LAKES MAINTENANCE ASSOCIATION, INC., a non profit corporation organized under the laws of the State of Florida, filed on September 21, 1983, as shown by the records of this office.

The charter number of this corporation is 770346.



CER-101

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of December, 1983.

George Firestone
Secretary of State

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE LAKES MAINTENANCE ASSOCIATION, INC.
(A Corporation Not-For-Profit)

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, the undersigned, by these Amended and Restated Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" means these Amended and Restated Articles of Incorporation and any amendments hereto.

2. "Assessments" means the "Individual Unit Assessments," "Special Assessments" and "Total Association Assessments" (as such terms are hereinafter defined) and any and all other assessments which are levied by the "Maintenance Association" in accordance with the provisions of the "Maintenance Covenants," a "Supplement" or any other of "The Lakes of Sarasota Documents" (as these terms are hereinafter defined).

3. "Neighborhood Association(s)" means a Florida corporation not-for-profit (i) responsible for operating one or more condominiums which may be created in "The Lakes of Sarasota," or (ii) responsible for operating non-condominium "Neighborhoods" and non-condominium "Dwelling Units" and/or "Lots," the owners of which are members of the Association (as those terms are hereinafter defined).

4. "Neighborhoods" means those portions of the "Committed Property" (as hereinafter defined) to be administered, managed, operated and maintained by the Neighborhood Association(s) as more particularly described in the Maintenance Covenants.

5. "By-Laws" means the By-Laws of the Maintenance Association and any amendments thereto.

6. "Committed Property" means (i) the portions of the "Total Property" described in Exhibit B to the Maintenance Covenants; and (ii) that portion of the "Uncommitted Property" (as hereinafter defined), if any, which may hereafter become Committed Property in accordance with the provisions of Paragraph II.A.3 of the Maintenance Covenants.

7. "Common Maintenance Areas" means those portions of the Committed Property more particularly described in Paragraph III.A.2. of the Maintenance Covenants.

8. "Condominium Declaration" means the Declaration of Condominium by which a particular condominium in The Lakes of Sarasota is submitted to the condominium form of ownership and any and all amendments thereto.

9. "Contributing Unit(s)" means those portions of the Committed Property more particularly described in Paragraph VII.B. of the Maintenance Covenants.

10. "Developer" means Sundial Group, Inc., a Florida corporation, its corporate successors, grantees, and assigns. Notwithstanding the foregoing, an "Owner" (as hereinafter defined) shall not, solely by the purchase of a Dwelling Unit(s) or Lot(s) be deemed a successor, grantee or assign of the Developer or the rights of the Developer under the Maintenance Covenants or any other of The Lakes of Sarasota Documents unless such purchaser is specifically so designated as a successor, grantee or assign of such rights in the respective instrument of conveyance or any other instrument executed by the Developer.

11. "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed on the Committed Property, including, but not limited to, an attached or detached single-family home, an attached townhouse dwelling, a unit in a duplex or other multiplex dwelling, or any apartment-type unit contained in any multiunit residential building, whether or not any of the foregoing is subject to fee simple, cooperative, condominium, rental or other forms of ownership and/or possession.

12. "Dwelling Unit Owner" means the owner(s) of the fee simple title to a Dwelling Unit and includes the Developer for so long as it is the owner of the fee simple title to a Dwelling Unit.

13. "Governors" or "Board" means the Board of Governors of the Maintenance Association.

14. "Institutional Mortgagee" shall mean and refer to any lending institution owning a first mortgage covering a Lot or Dwelling Unit including any of the following institutions:

(a) Any Federal or state savings and loan association or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

(b) Any "secondary mortgage market institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot or Dwelling Unit; or

(c) Any pension or profit sharing funds qualified under the Internal Revenue Code; or

(d) Any and all investing or lending institutions, or the successors and assigns of such lenders which have loaned money to the Developer and which hold a mortgage upon any portion of the Committed Property securing such loans; or

(e) Any other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon a Lot or Dwelling Unit; or

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(f) The Developer, if the Developer holds a mortgage on any portion of the Committed Property and the transferee of any mortgage, encumbering the Committed Property, which was originally held by the Developer; or

(g) Any life insurance company.

15. "Lot" means a portion of the Committed Property upon which a Dwelling Unit(s) is permitted to be erected and is part of the Residential Property.

16. "Lot Owner" means the owner(s) of the fee simple title to a Lot and includes the Developer for so long as it is the owner of the fee simple title to a Lot.

17. "Maintenance Association" means The Lakes of Sarasota Maintenance Association, Inc. a Florida corporation not-for-profit, formerly known as The Lakes Maintenance Association, Inc.

18. "Maintenance Covenants" means the General Covenants, Easements and Restrictions for The Lakes of Sarasota and any and all Supplements and amendments thereto.

19. "Maintenance Expenses" means the expenses for which Owners are liable to the Maintenance Association as provided in the Maintenance Covenants or in any other of The Lakes of Sarasota Documents, and includes but is not limited to all costs and expenses incurred by the Maintenance Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Common Maintenance Areas or any portion thereof and improvements thereon; all costs and expenses incurred by the Maintenance Association in carrying out its powers and duties under any of The Lakes of Sarasota Documents; all costs of any "Reserves" (as defined in the Maintenance Covenants); and any other expenses designated to be Maintenance Expenses by the Board.

20. "Maintenance Turnover Date" shall mean the date defined in Paragraph X.C hereof.

21. "Member(s)" means the Developer and all Owners who are members of a Neighborhood Association.

22. "Non-Condominium Declaration" means a land use document, and all amendments thereto, recorded amongst the Public Records of the County which establishes that the Owners of non-condominium Dwelling Units and /or Lots within portions of The Lakes of Sarasota are members of a Neighborhood Association, and which impresses upon portions of the Committed Property certain covenants and use restrictions.

23. "Owners" means all Dwelling Unit Owners and all Lot Owners, collectively.

24. "Plat(s)" means a written instrument filed for record in the Public Records of Sarasota County (the "County") in the manner required by law whereby a portion of the Total Property is described and is subdivided into lots, blocks, parcels or tracts; and all or a portion of the property contained within the Plat becomes Committed Property.

25. "Representative" means the individual more particularly described in Article V.C hereof.

26. "Supplement" means a document and the exhibits thereto which, when recorded amongst the Public Records of the County with respect to a portion of the Uncommitted Property, shall commit such property to the provisions of the Maintenance Covenants and which may modify the Maintenance Covenants as to that portion of the property being committed.

27. "The Lakes of Sarasota" means the multistaged, planned community known as "The Lakes of Sarasota" planned for development upon portions of the Total Property and includes the Committed Property and such portions of the Uncommitted Property, if any, which subsequently become Committed Property by the recording of a Supplement.

28. "The Lakes of Sarasota Documents" means, in the aggregate, the Maintenance Covenants, any Supplement, these Articles and the By-Laws, and all of the instruments and documents referred to therein or referred to herein including, but not limited to, amendments to any of the foregoing, as applicable.

29. "Total Property" means the real property described in Exhibit A to the Maintenance Documents.

30. "Total Units" means all of the Dwelling Units permitted to be constructed as part of The Lakes of Sarasota, or 343 Dwelling Units.

31. "Uncommitted Property" means the portions of the Total Property other than the Committed Property.

32. "Undeveloped Lot" means a Lot on which no Dwelling Unit has ever been issued a final certificate of occupancy by the appropriate governmental authority.

ARTICLE II NAME

The name of this not-for-profit corporation shall be THE LAKES OF SARASOTA MAINTENANCE ASSOCIATION, INC. (hereinafter referred as the "Maintenance Association"), whose present address is Florida Federal Building, Tenth Floor, 321 Central Avenue, St. Petersburg, Florida 33701.

ARTICLE III PURPOSES

The purposes for which this Maintenance Association is organized is to take title to, operate, administer, manage, lease and maintain the Common Maintenance Areas or such portions thereof as are dedicated to or made the responsibility of the Maintenance Association in the Maintenance Covenants, a Supplement or in any other of The Lakes of Sarasota Documents, in accordance with the terms of and purposes set forth therein; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit in order to carry out the covenants and enforce the provisions of any of The Lakes of Sarasota Documents.

ARTICLE IV POWERS

The Maintenance Association shall have the following powers and shall be governed by the following provisions:

A. The Maintenance Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of The Lakes of Sarasota Documents.

B. The Maintenance Association shall have all of the powers reasonably necessary to implement the purposes of the Maintenance Association, including but not limited to the following:

1. To perform any act required or contemplated by it under the Maintenance Covenants, any Supplement or any other of The Lakes of Sarasota Documents.

2. To make, establish and enforce reasonable rules and regulations governing the use of the Committed Property or any portions thereof.

3. To make, levy and collect Assessments for the purpose of obtaining funds for the payment of Maintenance Expenses in the manner provided in The Lakes of Sarasota Documents and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Maintenance Association.

4. To maintain, repair, replace and operate the Committed Property in accordance with The Lakes of Sarasota Documents.

5. To enforce the provisions of The Lakes of Sarasota Documents.

6. To employ personnel; to retain independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation and management of the Committed Property; and to enter into any other agreements consistent with the purposes of the Maintenance Association, including but not limited to agreements with respect to the installation, maintenance and operation of a master television antenna system and cable television system, or for professional management of the Committed Property and to delegate to such professional management certain powers and duties of the Maintenance Association.

ARTICLE V MEMBERS AND VOTING

The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

A. Members. The membership of the Maintenance Association shall be comprised of the Developer and the Owners.

1. Developer. The initial membership of the Maintenance Association shall be the Developer, and in the event of the resignation or termination of such membership by the Developer, then the Developer may nominate and designate a successor initial member.

2. Owners. An Owner shall automatically become a Member of this Maintenance Association when he becomes a member of a Neighborhood Association. Each Neighborhood Association shall notify this Maintenance Association of the recordation of any Condominium

Declaration or Non-Condominium Declaration or other instrument establishing that the ownership of certain Dwelling Units and/or Lots requires such Owners to be members of such Neighborhood Association, and shall transmit to this Maintenance Association true copies of such Condominium Declaration or Non-Condominium Declaration or other instrument which imposes membership in a Neighborhood Association, and a current list of the members of such Neighborhood Association.

B. Voting Rights. The voting rights of the Members shall be as follows, and as set forth in the By-Laws:

1. Until the admission of the first Owner, the developer or its successor shall cast the only vote on all matters requiring a vote of the Members.

2. The total number of votes of the Members at the time of any vote shall equal one vote per Dwelling Unit under the control of a Neighborhood Association, plus one vote for each additional Dwelling Unit which may be constructed on any Lot under the control of such Neighborhood Association ("Total Votes"). Each Owner shall cast its votes through its "Representatives" (as hereinafter defined). Nothing herein contained shall require that a Representative cast in the same manner all the votes which he is entitled to cast and the Representatives may cast fewer than the Total Votes.

C. Representatives. The persons elected President and Vice President of each Neighborhood Association by the Board of such Neighborhood Association, or such officers' written proxies, shall serve as the "Representatives" of the Neighborhood Association. Such votes of the Owners shall be cast by the Representatives in the same manner as they were directed to be cast at a meeting of the members of such Neighborhood Association duly called and held in accordance with the Articles of Incorporation and By-Laws of such Neighborhood Association. The Representatives shall, prior to voting such votes at a meeting of the Members, supply the Maintenance Association an affidavit attesting to the outcome of such vote by the members of the Neighborhood Association.

D. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of The Lakes of Sarasota Documents.

ARTICLE VI TERM

The term for which this Maintenance Association is to exist shall be perpetual.

ARTICLE VII INCORPORATORS

The names and street addresses of the incorporators of the Maintenance Association are as follows:

<u>Name</u>	<u>Address</u>
LESTER C. SCHIEBANK	Florida Federal Building 321 Central Avenue St. Petersburg, Florida 33701

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

JOSEPH T. LETTELLIER

Florida Federal Building
321 Central Avenue
St. Petersburg, Florida 33701

DONALD R. FEASTER

Florida Federal Building
321 Central Avenue
St. Petersburg, Florida 33702

The rights and interests of the incorporators shall automatically terminate when these Articles are filed with the Secretary of State of the State of Florida.

ARTICLE VIII
OFFICERS

A. The affairs of the Maintenance Association shall be managed by the President of the Maintenance Association, assisted by one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, which officers shall be subject to the direction of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer; and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, that such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a member of the Board, but no other officer need be a member of the Board. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Governors are as follows:

President	-	Joseph T. Lettellier
Vice President	-	Lester C. Schiereck
Treasurer	-	Donald R. Feaster
Secretary	-	Donald R. Feaster

ARTICLE X
BOARD OF GOVERNORS

A. The number of members of the First Board of Governors ("First Board") shall be three (3). Thereafter, the number of members of the Board shall be as provided in Paragraph C of this Article X.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>Name</u>	<u>Address</u>
Joseph T. Lettellier	Florida Federal Building 321 Central Avenue St. Petersburg, Florida 33701

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Lester C. Schiereck

Florida Federal Building
321 Central Avenue
St. Petersburg, Florida 33701

Donald R. Feaster

Florida Federal Building
321 Central Avenue
St. Petersburg, Florida 33701

The First Board shall be the Board of the Maintenance Association until the Maintenance Turnover Date. The Developer shall have the right to appoint, designate or elect all the members of the First Board and in the event of any vacancy, fill any such vacancy. Developer reserves the right to remove any Governors from the First Board.

C. After the Maintenance Turnover Date, the Board shall be composed of nine (9) Governors plus those Governors, if any, which Developer is entitled to designate as set forth in Paragraph D of this Article X. The "Maintenance Turnover Date" shall be thirty (30) days subsequent to the happening of any of the following events, whichever shall first occur:

1. Three (3) years after the Developer has "Conveyed" (as hereinafter defined) Dwelling Units and Undeveloped Lots to the extent that the number of Dwelling Units so Conveyed plus the maximum number of Dwelling Units permitted to be constructed upon such Conveyed Undeveloped Lots pursuant to the most restrictive of: (i) the applicable zoning; (ii) any of The Lakes of Sarasota Documents; or (iii) any other document recorded amongst the Public Records of the County; equals a total of fifty percent (50%) of the Total Units.

2. Three (3) months after the Developer has Conveyed Dwelling Units and Undeveloped Lots to the extent that the number of Dwelling Units so Conveyed plus the maximum number of Dwelling Units permitted to be constructed upon such Conveyed Undeveloped Lots pursuant to the most restrictive of: (i) the applicable zoning; (ii) any of The Lakes of Sarasota Documents; or (iii) any other document recorded amongst the Public Records of the County; equals a total of ninety percent (90%) of the Total Units.

3. When all of the Total Units have been completed (as evidenced by the issuance of Certificates of Occupancy therefor) and some have been Conveyed and none of the others is being offered for sale by Developer in the ordinary course of business.

4. When some of the Total Units have been Conveyed and none of the others is being constructed or offered for sale by Developer in the ordinary course of business.

5. The date on which Developer, within its sole discretion, causes the resignation of all the Governors on the First Board.

The term "Conveyed" shall mean the sale of the fee interest of a Dwelling Unit or Undeveloped Lot to a purchaser who is not designated as the Developer or a Developer and the recording of an instrument of conveyance to such purchaser amongst the Public Records of the County.

Within thirty (30) days subsequent to the happening of any of the foregoing events, whichever shall first occur, Developer shall relinquish its right to appoint, designate or elect Governors and shall cause all the Governors on the First Board to resign.

D. At the first Annual Members' Meeting after the Maintenance Turnover Date, and thereafter at all Annual Members' Meetings, the Owners through their Representatives, shall elect the Governors in accordance with the provisions of Paragraph C of this Article X. Furthermore, after the Maintenance Turnover Date and for so long as Developer owns (i) Dwelling Units or Undeveloped Lots; or (ii) land in The City of Sarasota not improved with Dwelling Units, Developer shall have the right, but not the obligation, to designate one additional Governor and his successors ("Developer Governor").

E. By majority vote of the First Board, such Board may expand its numbers up to a maximum of seven (7) Governors.

F. Except for Governors on the First Board and Developer Governor, all Governors must be Owners.

G. The resignation of a Governor who has been designated, appointed or elected by Developer, or the resignation of an officer of the Maintenance Association who was elected by the First Board, shall remise, release, acquit, and forever discharge such Governor or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, claims, bonds, bills, covenants, contracts, controversy, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the Maintenance Association or Owners had, now have, or will have; or which any personal representative, successor, heir or assign of the Maintenance Association or Owners hereafter may have against such Governor or officer by reason of his having been a Governor or officer of the Maintenance Association.

ARTICLE XI INDEMNIFICATION

Every Governor and every officer of the Maintenance Association shall be indemnified by the Maintenance Association against all expenses and liabilities, including attorneys' fees through all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, arbitration or settlement to which he may be a party, or in which he may become involved, by reason of his being or having been a Governor or officer of the Maintenance Association, whether or not he is a Governor or officer at the time such expenses are incurred. Notwithstanding the foregoing, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Governor or officer admits or is adjudged guilty of willful malfeasance in the performance of his duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such Governor or officer may be entitled by common law or statute.

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ARTICLE XII
BY-LAWS

By-Laws of the Maintenance Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. These Articles may be amended by the following methods:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual members' meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members ("Required Notice").

(c) At such meeting a vote of the Members, through their Representatives, shall be taken on the proposed amendment(s). The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of all Members entitled to vote thereon.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Governors and all Members setting forth their intention that an amendment to the Articles be adopted.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Maintenance Covenants.

C. A copy of each amendment shall be filed and certified by the Secretary of State of the State of Florida.

D. A certified copy of each such amendment shall be attached to any certified copy of these Articles and shall be part of such Articles as an exhibit to the Maintenance Covenants upon the recording of the Maintenance Covenants; or, in lieu thereof, "Restated Articles" (as hereinafter described) may be adopted and a certified copy thereof shall be attached as an exhibit to the Maintenance Covenants upon recordation thereof.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Developer, including the right to designate and select the Governors as provided in Article X hereof, without the prior written consent thereto by Developer; (ii) any "Institutional Mortgagee" (as defined in Paragraph 1.14 of the Maintenance Covenants) without the prior written consent of such Institutional Mortgagee.

ARTICLE XIV
SUCCESSOR ENTITIES

In the event of the dissolution of the Maintenance Association, or any successor entity thereto, any property dedicated or conveyed to the Maintenance Association shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Maintenance Association, or a successor thereto, was maintaining such property in accordance with the terms and provisions under which such property was being held by this Maintenance Association, or such successor.

ARTICLE XV
RESTATEMENT OF ARTICLES

A. All provisions contained within these Articles plus any amendments thereto may at any time be integrated into a single instrument as "Restated Articles" and adopted by the Board. Such Restated Articles shall be specifically designated as such and shall state, either in the heading or in the introductory paragraph, the Maintenance Association's name and, if it has been changed, the name under which it was originally incorporated and the date of filing of the original Articles in the Office of the Secretary of State of the State of Florida. Such Restated Articles shall also state that they were duly adopted by the Board and that such Restated Articles only restate and integrate and do not further amend the provisions of the Articles as theretofore amended, or that any amendment included therein has been adopted pursuant to Article XIII hereof and that there is no discrepancy between the Articles as theretofore amended and provisions of the Restated Articles other than the inclusion of the properly adopted amendments.

B. Upon the filing of Restated Articles by the Secretary of State of the State of Florida, the original Articles, as theretofore amended, shall be superseded, and thenceforth the Restated Articles shall be the Articles of Incorporation of the Maintenance Association.

C. Amendments may be made simultaneously with restatement of the Articles if the requirements of Article XIII are complied with. In such event, the Amended and Restated Articles of Incorporation shall be specifically designated as such.

ARTICLE XVI
REGISTERED OFFICE AND REGISTERED AGENT

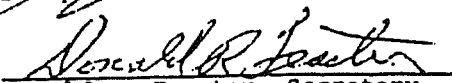
The street address of the initial registered office of the Maintenance Association is Florida Federal Building, 321 Central Avenue, St. Petersburg, Florida 33701 and the initial registered agent of the Maintenance Association at that address shall be James N. Powell.

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IN WITNESS WHEREOF, we, Joseph T. Lettellier, President, and Donald R. Feaster, Secretary, of The Lakes Maintenance Association, Inc., have hereunto affixed our signatures and caused the corporate seal of the Maintenance Association to be hereunto affixed, this _____ day of _____, 1983.

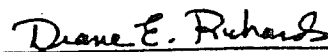

Joseph T. Lettellier, President


Donald R. Feaster, Secretary

STATE OF FLORIDA)
COUNTY OF Pinellas) ss.

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the County and State named above to take acknowledgments, personally appeared JOSEPH T. LETTELLIER, President, and DONALD R. FEASTER, Secretary, to me known to be the persons described as such in these Amended and Restated Articles, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of December, 1983.


Diane E. Richards
Notary Public
My Commission Expires Aug. 24, 1987
Notary Public, State of Florida at Large
My Commission Expires Aug. 24, 1987
BONDED THRU AGENT'S NOTARY BROKERAGE