

**AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
VENTNOR "H" CONDOMINIUM
ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation and corporations not for profit, We, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these ARTICLES OF INCORPORATION, set forth:

I.

The name of this corporation shall be as indicated in the title of this instrument. This corporation shall hereinafter be referred to as the "ASSOCIATION".

II.

The purpose for which the ASSOCIATION is organized is to provide an entity pursuant to Chapter 711, Fla. Stat., hereinafter referred to as the "CONDOMINIUM ACT", to operate that certain CONDOMINIUM, bearing the same name as the ASSOCIATION, (hereinafter referred to as the "CONDOMINIUM"), at Century Village East, Deerfield Beach, Florida, in accordance with the DECLARATION OF CONDOMINIUM, these ARTICLES OF INCORPORATION, and the BY-LAWS OF THE ASSOCIATION.

III.

All definitions in the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto shall prevail in this instrument when applicable.

IV.

The ASSOCIATION shall have the following powers:

1. The ASSOCIATION shall have all the powers and privileges granted to corporations not for profit except where the same are in conflict with the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto, including these ARTICLES-the BY-LAWS of this ASSOCIATION.

2. The ASSOCIATION shall have all of the powers reasonably necessary to implement and effectuate the purposes of the ASSOCIATION, except as limited herein, as specified in the DECLARATION OF CONDOMINIUM, these ARTICLES OF INCORPORATION, the BY-LAWS of the ASSOCIATION and F.S. ~~711.12~~ including, but not limited to:

(a) To make and establish RULES AND REGULATIONS governing the use of the CONDOMINIUM PROPERTY.

(b) To levy and collect assessments against members of the ASSOCIATION to defray the COMMON EXPENSES of the CONDOMINIUM as provided for in the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto, including, but not limited to, the provision of insurance for the CONDOMINIUM PROPERTY and the ASSOCIATION, the acquiring, operating, leasing, managing and otherwise trading and dealing with property, whether real or personal (including UNITS inside CONDOMINIUM), which may be necessary or convenient for the operation and management of the CONDOMINIUM and to do all things necessary to accomplish the purposes set forth in said DECLARATION OF CONDOMINIUM.

(c) To maintain, improve, repair, reconstruct, replace, operate and manage the CONDOMINIUM PROPERTY.

(d) To contract for the management of the CONDOMINIUM and to delegate to such management all or any part of the powers and duties of the ASSOCIATION provided in these ARTICLES OF INCORPORATION, the DECLARATION OF CONDOMINIUM and EXHIBITS attached thereto.

(e) To enforce the provisions of said DECLARATION OF CONDOMINIUM, these ARTICLES OF INCORPORATION, the BY-LAWS of the ASSOCIATION and the RULES AND REGULATIONS governing the use of said CONDOMINIUM.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the ASSOCIATION pursuant to the DECLARATION OF CONDOMINIUM.

(h) To approve or disapprove the transfer, mortgage, ownership, leasing and occupants of CONDOMINIUM PARCELS.

(i) To determine and adopt an annual budget of common expenses required for the operation of the Condominium and ASSOCIATION.

(j) To purchase insurance upon the Condominium for the protection of the ASSOCIATION and its members, as required by law.

(k) To make improvements of the Properties, subject to any limitations contained in the Declaration, and to reconstruct improvements after casualty.

(l) To maintain bank accounts on behalf of the ASSOCIATION and the designation of the signatories required therefor.

(m) To borrow money with the following limitations: The Board of Directors shall have the right to borrow money, with approval of a majority of the UNIT OWNERS at a Members' Meeting at which a quorum is present.

(n) The ASSOCIATION or its designee, acting through the Board, shall have the right to purchase, lease or acquire units in the ASSOCIATION.

(o) To purchase units at the Association's own foreclosure auction, in the name of the ASSOCIATION or its designee and shall have the power to sell or lease those units.

(p) To sell, lease, mortgage or otherwise deal with units acquired by, and subleasing units leased by, the ASSOCIATION or its designee.

(q) To levy fines against the UNIT OWNERS for violations of the RULES AND REGULATIONS established by the ASSOCIATION to govern the conduct of the UNIT OWNERS.

(r) To provide exterminating services to the units and the common elements.

(s) To enter into and upon units during reasonable hours, and with as little inconvenience to the UNIT OWNER as possible when necessary for the maintenance, repair or replacement of any Condominium property 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 Condominium property.

V.

The qualification of members, the manner of their admission, termination of such membership, and voting by members shall be as follows:

1. The owners of all UNITS in the CONDOMINIUM shall be members of the ASSOCIATION, and no other persons or entities shall be entitled to membership.

2. Subject to the provisions of the DECLARATION OF CONDOMINIUM and the BY-LAWS of this ASSOCIATION, membership shall be established by the acquisition of fee title to a UNIT in the CONDOMINIUM. The membership of any party shall be automatically terminated upon his being divested of title to all UNITS owned by such member in the CONDOMINIUM. Membership is non-transferable except as an appurtenance to a UNIT.

3. On all matters on which the membership shall be entitled to vote, each member shall have one vote for each UNIT in the CONDOMINIUM owned by such member. Such vote may be exercised or cast by the owner or owners of each UNIT in such manner as is provided for in the BY-LAWS.

VI.

The ASSOCIATION shall have perpetual existence.

VII.

The principal office of the ASSOCIATION shall be located on the CONDOMINIUM PROPERTY, Deerfield Beach, Florida.

VIII

The affairs of the ASSOCIATION will be managed by a Board of Directors consisting of directors who need be members of the ASSOCIATION. The number of Directors shall be established as provided in the BY-LAWS.

Directors of the ASSOCIATION shall be elected in the manner provided by the BY-LAWS. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the BY-LAWS.

IX.

The officers of the ASSOCIATION shall serve at the pleasure of the Board of Directors.

X.

The original BY-LAWS of the ASSOCIATION shall be adopted by a majority vote of the Directors of the ASSOCIATION and thereafter, such BY-LAWS may be altered or rescinded only in such manner as said BY-LAWS provide.

XI.

The ASSOCIATION shall indemnify its officers and directors as provided in the BY-LAWS.

XII.

Amendments to these ARTICLES OF INCORPORATION may be proposed and adopted in the following manner:

1. PROPOSAL. Amendments to these ARTICLES may be proposed by the BOARD acting upon vote of the majority of the Directors or by members of the ASSOCIATION having a majority of the votes in the ASSOCIATION, whether meeting as members or by an instrument in writing signed by them.

2. CALL FOR MEETING. Upon any amendment or amendments to those ARTICLES being proposed by said BOARD or members, such proposed amendment or amendments shall be transmitted to the President of the ASSOCIATION, or other officer of the ASSOCIATION in absence of the President, who shall thereupon call a Special Joint Meeting of the members of the BOARD and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt of such officer of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

3. VOTE NECESSARY: FILING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the entire membership of the BOARD and by an affirmative vote of the members having a majority percent of the votes in the ASSOCIATION. Such amendment or amendments shall be filed with the Department of State for approval, along with the appropriate filing fee.

Notwithstanding the foregoing provisions of this ARTICLE XIII, no amendment to these ARTICLES OF INCORPORATION may be adopted or become effective without the prior written consent LESSOR under a LONG-TERM LEASE, if any. No amendment shall be made that is in conflict with the CONDOMINIUM ACT, the DECLARATION OF CONDOMINIUM, MANAGEMENT AGREEMENT, or LONG-TERM LEASE.

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 his UNIT. The funds and assets of the ASSOCIATION shall belong solely to the ASSOCIATION, subject to the limitation that the same to be asked amended, held, or used for the benefit of the membership and for the purposes authorized in the DECLARATION OF CONDOMINIUM and in the BY-LAWS of the ASSOCIATION here after adopted.

XIII.

The ASSOCIATION may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors or members of the ASSOCIATION may have an interest of any nature whatsoever. No contract, including those entered or to be entered into with the LESSOR-shall be invalidated in whole or part by the ASSOCIATION, any subsequent officer, director and/or member(s) thereof on the grounds that the officers, directors and/or members had an interest, whether adverse or not, in the party contracted with, regardless of the fact that the vote of the directors, officers or members with an interest was necessary to obligate the ASSOCIATION.

At any meeting of the Directors of the ASSOCIATION which shall authorize or ratify any such contract or transaction, any interested director or directors may vote or act thereat, with like force and effect, as if he had not such interest (provided that in such case the nature of such interest [though not necessarily the extent or details thereof] shall be disclosed, or shall have been known to the directors or majority thereof). A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure thereof. No director shall be disqualified from holding office as director or officer of the ASSOCIATION by reason of any such adverse interests. No director, officer, or member having such adverse interest shall be liable to the ASSOCIATION or to any member or creditor thereof, or to any person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer or member be accountable for any gains or profits realized thereon.