

739314

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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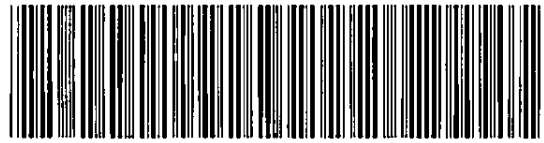
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March 29, 2024

CORPORATE RECORDS BUREAU
DIVISION OF CORPORATIONS
Department of State
P.O. Box 6327
Tallahassee, FL 32301

**Re: 2500 South Ocean Boulevard Condominium Association, Inc.; Document #
739314**

Dear Sir/Madam:

Enclosed herein please find an **original and one copy** of Articles of Amendment to the Amended and Restated Articles of Incorporation of **2500 South Ocean Boulevard Condominium Association, Inc.**, as well as a check in the amount of **\$35.00** to cover the cost of filing same and a self-addressed, stamped envelope for the return of a stamped copy to my attention.

Thank you for your attention to this matter.

Very truly yours,



KENNETH S. DIREKTOR
For the Firm

KSD/dts
Enclosures

**ARTICLES OF AMENDMENT TO THE
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
2500 SOUTH OCEAN BOULEVARD CONDOMINIUM ASSOCIATION, INC.**

The undersigned officers of **2500 South Ocean Boulevard Condominium Association, Inc.** do hereby certify that the following amendments to the Amended and Restated Articles of Incorporation of said corporation is a true and correct copy as amended, pursuant to Article XI thereof, by the membership at a duly called and noticed meeting of the members held March 7, 2024. The amendments were adopted by the members and the number of votes cast for the amendments were sufficient for approval.

**AMENDMENTS TO THE AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

* * *

ARTICLE IX

DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors consisting of seven (7) directors. All directors must be Members of the Association or the spouse or domestic partner, of a Member.

* * *

ARTICLE X

INDEMNIFICATION

Indemnity. To the fullest extent required by Florida law:

(A) The Association shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a Governor, officer, committee member or employee of the Association or any person or entity for whom the Association is contractually obligated, against liability incurred in connection with such proceeding.

(B) The Association shall indemnify any person who is a party to any proceeding brought by or in the right of the corporation, by reason of the fact that he or she is or was a Governor, officer, committee member or employee of the Association against liability incurred in connection with such proceeding.

(C) The foregoing indemnity shall include, without limitation, costs and Legal Fees incurred and amounts paid in settlement not exceeding, in the judgment of the Board of Directors of Governors, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.

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TALLAHASSEE, FL
E.D.

The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.

The indemnification provided for herein shall include any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in any such action, suit or proceeding, and any inquiry or investigation that might lead to such an action, suit or proceeding.

Expenses incurred by any person entitled to indemnification hereby shall be paid after the final disposition of the proceeding, unless otherwise approved by the Board of Directors of Governors, but any payments made by the Association shall be recoverable from the person indemnified if he or she is ultimately found not to be entitled to indemnification pursuant to law.

The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and, to the extent permitted by law, the Association may make any other or further indemnification or advancement of expenses if approved by a majority of the disinterested Governors or vote of the Members, or as permitted under any By-Law or agreement, to the extent permitted by law.

Application for Indemnity. Nothing herein is intended to restrict a party's authority, as provided by law, to apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

~~10.1 — Indemnity. To the extent permitted by law, the Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of, or a committee member appointed by, the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.~~

~~10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.~~

~~10.3 Approval. Any indemnification under Section 10.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination shall be made (a) by the Board of Directors of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members.~~

~~10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors of Directors in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.~~

~~10.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.~~

~~10.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.~~

~~***~~

~~(Signatures on following page)~~

WITNESS my signature hereto this 15th day of March, 2024, at Palm Beach Gardens, Palm Beach County, Florida.

2500 South Ocean Boulevard Condominium Association, Inc.

Zoran Grbich
Witness

By: [Signature]
Andrew Abramson, President

Zoran Grbich
(PRINT NAME)

Attest: [Signature]
Pat Dipietrantonio, Secretary

[Signature]
Witness

YOANYS MEYA
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15th day of March 2024, by Andrew Abramson and Pat Dipietrantonio, as President and Secretary, respectively, of **2500 South Ocean Boulevard Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

[Signature] (Signature)
Miriam Soto (Print Name)
Notary Public, State of Florida

My Commission Expires: February 20, 2026

