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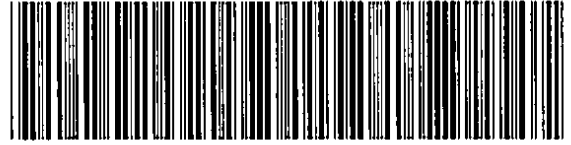
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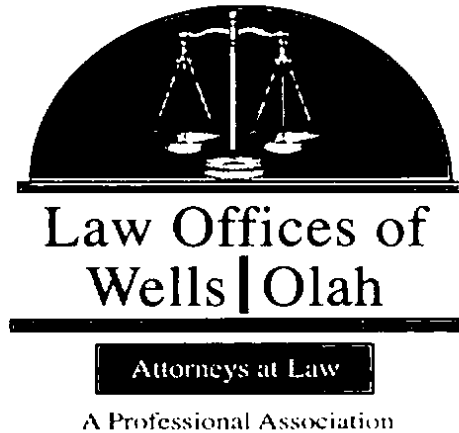
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S. YOUNG

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
18 JUN 29 PM 4:25

FILED

Condominium, Homeowner
and Cooperative Associations

Kevin T. Wells, Esq.
Paul E. Olah, Jr., Esq.



Civil Litigation
Construction Litigation

Michael W. Cochran, Esq.
Jackson C. Kracht, Esq.
Joseph A. Gugino, Esq.
Brett M. Sarason, Esq.

June 27, 2018

Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Certificate of Amendment
Terra Cove Homeowners Corporation Number Two, Inc. n/ka/ Terra Cove
Condominium Association, Inc.; Document No. N00608

Dear Sir or Madam:


Please file the enclosed original Amendments to the Articles of Incorporation for the above-referenced corporation. Also enclosed is a check from the Association in the amount of \$43.75 for the filing fee and certified copy fee. Please return a **certified copy** to the undersigned at your earliest convenience.

Please be advised that the members of Terra Cove Homeowners Corporation Number Two, Inc. voted in favor of changing the corporation's name to: Terra Cove Condominium Association, Inc., at the Association's June 5, 2018 special membership meeting.

Thank you for your assistance in this matter.

Very truly yours,

LAW OFFICES OF WELLS | OLAH, P.A.


Brett M. Sarason, Esq.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
18 JUN 29 PM 4:25

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BMS/elp
Enclosures

Prepared by and return to:
Brett M. Sarason, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191 (Telephone)

**AMENDMENTS TO THE
ARTICLES OF INCORPORATION**

**TERRA COVE HOMEOWNERS CORPORATION NUMBER TWO, INC.
(n/k/a Terra Cove Condominium Association, Inc.)
A Florida Not For Profit Corporation**

We hereby certify that the attached amendments to the Articles of Incorporation of TERRA COVE HOMEOWNERS CORPORATION NUMBER TWO, INC. n/k/a Terra Cove Condominium Association, Inc. (the "Association"), a Florida corporation not-for-profit, were approved by the affirmative vote of sixty-six percent (66%) of the members after being proposed and approved by the Board of Directors of the Association, at the special membership meeting of the Association held on June 5, 2018. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and by Florida law.

DATED this 22 day of June, 2018.

Signed, sealed and delivered
in the presence of:

TERRA COVE HOMEOWNERS
CORPORATION NUMBER TWO, INC.

Sign Catherine R. Gilchrist

By Barbara Dion Pres.
Barbara Dion, President

Print CATHERINE R. GILCHRIST

Sign Carl E. Moyer

Print CARL E. MOYER

Sign Meghan DuBois

Print Meghan DuBois

Sign Robyn Turner

Print Robyn Turner

Attest:

By Barbara B. Miller
Barbara Miller, Secretary

18 JUN 29 PM 4:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 2nd day of June, 2018, by Barbara Dion as President of Terra Cove Homeowners Corporation Number Two, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign Betty J Reinders
print Betty J Reinders
State of Florida at Large (Seal)
My Commission expires: June 15, 2020



New Jersey
STATE OF FLORIDA
COUNTY OF SARASOTA
Sussex

The foregoing instrument was acknowledged before me this 15 day of June, 2018, by Barbara Miller as Secretary of Terra Cove Homeowners Corporation Number Two, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced NJ Drivers License as identification.

NOTARY PUBLIC

sign Jacquelyn M Jones
print Jacquelyn M Jones
State of Florida at Large (Seal)
New Jersey

JACQUELYN M. JONES
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOVEMBER 14, 2021
COMMISSION ID# 2351858

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18 JUN 29 PM 4:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
TERRA COVE CONDOMINIUM ASSOCIATION, INC.
f/k/a TERRA COVE HOMEOWNERS CORPORATION NUMBER TWO, INC.
A Florida Not For Profit Corporation

FILED
18 JUN 29 PM 4:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*[Substantial rewording of Articles of Incorporation.
See existing Articles of Incorporation for present text.]*

The Members of **TERRA COVE CONDOMINIUM ASSOCIATION, INC.** formerly known as **TERRA COVE HOMEOWNERS CORPORATION NUMBER TWO, INC.**, a Florida Not For Profit Corporation, adopt these Amended and Restated Articles of Incorporation (the "Articles of Incorporation"). The original Articles of Incorporation were filed with the Florida Department of State, Division of Corporations on December 27, 1983, and was assigned a charter number of N00608. The original Declaration of Condominium for **TERRA COVE MOBILE HOME PARK, A CONDOMINIUM**, was recorded at Official Records Book 1644, Page 0653 *et seq.* of the Public Records of Sarasota County, Florida.

ARTICLE 1. IDENTITY AND PRINCIPAL ADDRESS.

The name of the corporation is **TERRA COVE CONDOMINIUM ASSOCIATION, INC.** formerly known as **TERRA COVE HOMEOWNERS CORPORATION NUMBER TWO, INC.** (the "Association"). The principal address of the Association is 1060 East Laurel Road, Nokomis, FL 34275. The Board of Directors may change the principal address of the Association from time to time.

ARTICLE 2. PURPOSE AND DISTRIBUTION OF INCOME.

2.1 **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended from time to time (the "Condominium Act"), for the operation of **TERRA COVE MOBILE HOME PARK, A CONDOMINIUM** (the "Condominium"), upon land situated in Sarasota County, Florida.

2.2 **Distribution of Income.** The Association shall make no distribution of income to its Members, Directors or Officers.

ARTICLE 3. POWERS.

3.1 **Powers.**

3.1.1 **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 Bylaws, or the Declaration of Condominium, or the Condominium Act.

3.1.2 **Specific Powers.** The Association shall have all of the powers and duties set forth in the Condominium Act and Chapter 617, Florida Statutes (the "Florida Not for Profit Corporation Act"). The Association shall also have all of the powers and duties set forth in the Declaration and the Bylaws, as either may be amended from time to time; and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and the Condominium Act, including, but not limited to, the following:

- (1) To make, amend and collect Annual Assessments and Special Assessments against Units within the Condominium and Unit Owners as Members to defray the Common Expenses and losses of the Association.
- (2) To use the proceeds of Assessments in the exercise of its powers and duties.
- (3) To maintain, repair, alter, improve, replace, administer, and operate the Common Elements and Association Property and any portions of a Unit for which it is responsible.
- (4) To purchase insurance upon the Common Elements and Association Property and for the protection of the Association, its Directors, Officers and its Members as Unit Owners.
- (5) To reconstruct improvements after casualty and to further improve the Common Elements and Association Property.
- (6) To make and amend reasonable Rules and Regulations regarding the Condominium Property.
- (7) To approve or disapprove the transfer, lease, mortgage, and ownership of Units in the Condominium.
- (8) To enforce by legal means the provisions of the Condominium Act, the Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations promulgated by the Board of Directors.
- (9) To contract for the management, operation, administration and maintenance of the Association, the Common Elements and Association Property and to delegate to such contracting party any powers and duties of the Association, except such as are specifically required by the Condominium Act, the Declaration, the Articles of Incorporation, or the Bylaws to have the approval of the Board of Directors or the Members.
- (10) To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association, including, but not limited to, management of the Association.
- (11) To enter into agreements acquiring leaseholds, membership and other possessory or use interests in 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.
- (12) To purchase, acquire or take title to Units within the Condominium.
- (13) To grant, modify, move, or terminate easements over, under or through the Common Elements and/or Association Property.
- (14) To sue and be sued.
- (15) To borrow money and secure the same by assigning Assessments, lien rights, Assessment collection authority, and by execution of mortgages encumbering the Association real property (but not

the Common Elements) and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association.

3.1.3 Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the Condominium Act or Sections 617.0207 and 617.0303, Florida Statutes. For purposes of this Article 3.1.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

(1) Conduct meetings of the Board of Directors and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting in the Condominium or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors' decisions may be communicated as provided herein. The Directors in attendance at such a meeting of the Board of Directors, if more than one (1) Director, shall constitute a quorum.

(2) Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.

(3) Name as interim 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.

(4) Relocate the Association's principal address or designate alternative principal addresses.

(5) Enter into agreements with local counties and municipalities to assist with debris removal and other emergency assistance.

(6) 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, electricity; water, sewer, or security systems; or heating, ventilating and air conditioners.

(7) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Condominium unavailable for entry or occupancy by Unit Owners, tenants, guests, occupants, or invitees to protect the health, safety, or welfare of such persons.

(8) Require the evacuation of the Condominium in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any Unit Owner, tenant, guest, occupant, or invitee fail or refuse to evacuate the Condominium where the Board of Directors has required evacuation, the Association shall be immune from any and all liability or injury to persons or property arising from such failure or refusal.

(9) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, 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.

(10) Following notice to the owner, mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, baseboards, air ducts, cabinetry, any and all personal property or belongings of a Unit Owner or occupant, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Common Elements, Association Property or the Units, even if the Unit Owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Unit.

(11) Contract, on behalf of any Unit Owner, for items or services for which Unit Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Common Elements, Condominium Property or Association Property. In such event, the Unit Owner on whose behalf the Board of Directors has contracted shall be responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use any Assessment and claim of lien authority provided by Section 718.116, Florida Statutes, or the Declaration, to enforce collection of such charges.

(12) Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, the Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more Special Assessments without a vote of the Unit Owners.

(13) Without Unit Owner 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 Articles of Incorporation, the Declaration, or the Bylaws.

(14) Corporate action taken in good faith to meet the emergency needs of the Association or its Members shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a Director, Officer, or employee of the Association. An Officer, Director, or employee of the Association acting in good faith and in accordance with Article 3.1.3 herein shall only be liable for willful misconduct.

The special powers authorized in Article 3.1.3 herein shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Condominium Property, the Association and Association Property, the Unit Owners, tenants, guests, occupants and invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Common Elements and Association Property.

3.2 Association Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, the Articles of Incorporation and the Bylaws.

3.3 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 Declaration and the Bylaws.

ARTICLE 4. TERM. The term of existence of the Association shall be perpetual, unless sooner dissolved according to law.

ARTICLE 5. MEMBERS.

5.1 **Members.** The Members of the Association shall consist of all of the record Owners of Units in the Condominium and after termination of the Condominium shall consist of those who are Members at the time of such termination and their successors and assigns.

5.2 **Change of Membership.** Each change of membership in the Association shall be established by (1) securing the approval of the Association's Board of Directors as required by the Declaration of Condominium, and (2) recording in the Official Records of Sarasota County, Florida a deed or other instrument establishing a record title to a Unit in the Condominium, and (3) the delivery to the Association of a copy of such recorded instrument. The person or persons named on the deed or other instrument thereby becomes a Member of the Association and the membership of the prior Unit Owner is terminated.

5.3. **Vote.** The Owner of each Condominium Unit shall be entitled to one (1) vote at Association membership meetings, notwithstanding that the same Owner may own more than one Unit. The manner of exercising voting rights shall be determined by the Declaration, these Articles of Incorporation and the Association Bylaws. No vote shall be allocated to a Unit owned by the Association. The Association may suspend a Members' voting rights in the manner provided in the Condominium Act.

5.4 **Limitation on 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 a Unit.

ARTICLE 6. BOARD OF DIRECTORS.

6.1 **Board of Directors.** The affairs of the Association shall be managed by the Board of Directors, composed as provided in the Bylaws, but in no event consisting of less than three (3) Directors. A Director must fulfill all requirements of eligibility provided in the Bylaws, the Declaration and the Condominium Act. All of the duties and powers of the Association existing under the Condominium Act, the Declaration of Condominium, these Articles, and Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval of the Unit Owners when specifically required.

6.2 **Election of Directors.** The Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws and the Condominium Act. A Director may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the Bylaws and the Condominium Act.

ARTICLE 7. OFFICERS.

The affairs of the Association shall be administered by the Officers designated in the Bylaws as directed by the Board of Directors. The Officers shall be elected by the Board of Directors at its organizational meeting following the annual meeting of the Members and shall serve at the pleasure of the Board of Directors.

ARTICLE 8. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

8.1 **Indemnity.** The Association shall indemnify any Officer, Director, or committee member 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, by reason of the fact that he or she is or was a Director, Officer,

or committee member of the Association, against expenses, including reasonable attorney's fees and appellate attorney's fees; judgments; fines; and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. 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, in and of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and committee members as permitted by Florida law.

8.2 **Defense.** To the extent that a Director, Officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in this Article 8, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney's fees and appellate attorney's fees, actually and reasonably incurred by him or her in connection therewith.

8.3 **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 upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member subject to the understanding and agreement of such Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by Article 8 herein.

8.4 **Miscellaneous.** The indemnification provided by Article 8 herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

8.5 **Insurance.** The Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Association, or 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 or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of Article 8 herein.

8.6 **Amendment.** Notwithstanding anything to the contrary herein, the provisions of Article 8 herein may not be amended without the approval in writing of all persons whose interests would be adversely affected by such amendment.

ARTICLE 9. BYLAWS. The Bylaws may be amended in the manner provided in the Bylaws.

ARTICLE 10. AMENDMENTS.

10.1 **Proposal.** An amendment to these Articles of Incorporation may be proposed by a majority of the Board of Directors or by written petition of no less than twenty-five (25%) of the Association's total eligible Voting

Interests. If by written petition, the proposed amendments must be submitted to a vote of the Association not later than the next annual meeting.

10.2 **Adoption.** The Articles of Incorporation may be amended upon the affirmative vote of not less than fifty-five (55) Voting Interests of the Association.

10.3 **Automatic Amendment.** These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Bylaws. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Articles of Incorporation, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.4 **Limitation on Amendment.** No amendment shall make any changes in the qualifications for membership or voting rights of Members without approval in writing by all Members and the joinder of all record owners of first mortgages upon the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

10.5 **Certification.** A copy of each amendment to these Articles of Incorporation shall be filed with the Florida Department of State, Division of Corporations and shall be recorded in the Official Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate Officers of the Association attesting that the amendment has been lawfully adopted.

ARTICLE 11. MISCELLANEOUS.

11.1 **Interpretation.** Unless defined herein, terms used herein shall have the same meaning as defined in the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

11.2 **Subscribers.** The name and address of the subscribers of the original Articles of Incorporation are:

Sandra Fortenberry, 502 East Park Avenue, Tallahassee, Fla.

Gail Shelby, 502 East Park Avenue, Tallahassee, Fla.

Sherry Deason, 502 East Park Avenue, Tallahassee, Fla.

11.3 **Registered Office and Agent.** The registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be Barbara Dion, 1060 East Laurel Road, Nokomis, FL 34275. Thereafter, each successive President of the Association shall be its registered agent and the name and office shall be updated accordingly with the Florida Department of State, Division of Corporations. The Board of Directors is otherwise authorized to change its registered agent and office in the manner provided by Florida law.

11.4 **Florida Statutes.** Any reference to a statute or statutory provision herein, including, but not limited to, the Condominium Act, and the Florida Not For Profit Corporation Act, shall include future amendments and renumbering from time to time.

11.5 **Conflicts.** The term "Condominium Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict in any of the Condominium Documents, the documents shall control in the following order:

- (i) Declaration of Condominium;
- (ii) Articles of Incorporation;
- (iii) Bylaws; and
- (iv) Rules and Regulations.

11.6 **Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

11.7 **Severability.** In the event that any provisions of these Articles of Incorporation are deemed invalid, the remaining provisions shall be deemed in full force and effect.

11.8 **Definitions and Interpretation.** All terms used in these Articles of Incorporation have the same meaning, to the extent applicable, as set forth in the Declaration and the Condominium Act. If a term is not defined herein or in the Declaration or Condominium Act or is deemed ambiguous, the Board of Directors may define the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the Condominium or refer to a common dictionary when defining a term. The Board of Directors' definition shall be binding on all parties unless wholly unreasonable and arbitrary.

11.9 **Headings.** The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.