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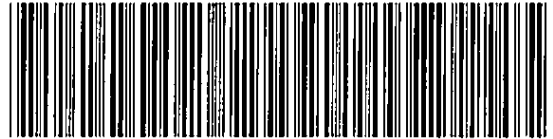
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2024 FEB 13 AM 11:01  
TALLAHASSEE, FL

**AMENDED AND RESTATED**  
**ARTICLES OF INCORPORATION OF**  
**300 SOUTH OCEAN BOULEVARD APARTMENTS, INC.**

The undersigned officers of **300 SOUTH OCEAN BOULEVARD APARTMENTS, INC.** do hereby certify that the following Amended and Restated Articles of Incorporation of said corporation are a true and correct copy of the Amended and Restated Articles of Incorporation, as amended pursuant to the Articles of Incorporation, by the membership at a duly called and noticed meeting of the members held **January 24, 2024**. The Amended and Restated Articles of Incorporation were adopted by the members and the number of votes cast was sufficient for approval.

**SEE ATTACHED**

WITNESS my signature hereto this 6 day of February, 2024, at Palm Beach, Palm Beach County, Florida.

**300 SOUTH OCEAN BOULEVARD  
APARTMENTS, INC.**

  
\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Patricia Bilden  
Patricia Bilden, President

William C Albani  
(PRINT NAME)  
1801 N. FIDELITY DR APT 629  
West Palm Beach FL 33407  
(ADDRESS OF WITNESS 1)

  
\_\_\_\_\_  
Witness

Courtney Cox  
(PRINT NAME)  
1819 N K ST  
Lake Worth Beach, FL 33460  
(ADDRESS OF WITNESS 2)

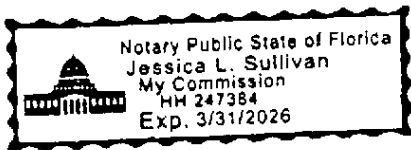
Attest \_\_\_\_\_

Rosalind Clarke  
Rosalind Clarke, Secretary

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Palm Beach County, FL

STATE OF FLORIDA                    )  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6 day of FEBRUARY 2024, by **Patricia Bilden** and **Rosalind Clarke**, as President and Secretary of **300 SOUTH OCEAN BOULEVARD APARTMENTS, 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)  
Jessica Sullivan (Print Name)  
Notary Public, State of Florida at Large

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AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF

300 SOUTH OCEAN BOULEVARD APARTMENTS, INC.

SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION –  
SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT

**NOTE:** This document is a substantial rewording of the Articles of Incorporation of 300 South Ocean Boulevard Apartments, Inc., and filed with the Florida Department of State on April 4, 1959. A name change amendment was filed on August 18, 1964.

The Incorporator, by these Articles, does so for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes), and hereby adopts the following Articles of Incorporation:

1. **NAME.** The name of the corporation is **300 SOUTH OCEAN BOULEVARD APARTMENTS, INC.** For convenience, the corporation is referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

2. **PURPOSE.** The purpose for which the Association is organized is to provide its stockholders a residential, owner-occupied environment with services and consideration to assure the quiet enjoyment of housing and community facilities at 300 South Ocean Boulevard, Palm Beach, FL 33480 (hereinafter referred to as the "Building"), on a not-for-profit basis consistent with the provisions set forth in these Articles.

3. **DEFINITIONS.** The terms used in these Articles have the same definitions and meaning as those set forth in the Bylaws and the Cooperative Act, Chapter 719, Florida Statutes (the "Act") unless herein provided to the contrary, or unless the context otherwise requires.

4. **POWERS.** The powers of the Association include the following:

4.1 **General.** The Association has all of the common-law and statutory powers of a corporation not-for-profit under the laws of Florida that are not in conflict with the provisions of the Bylaws, these Articles or of the Act.

4.2 **Enumeration.** The Association has all the powers set forth in the Act except as limited by these Articles, and the Bylaws (all as amended from time to time), and all of the powers reasonably necessary to operate the Cooperative including, but not limited to, the following:

**4.2.1** To make and collect Assessments (including Special Assessments) and other Charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

**4.2.2** To buy, own, operate, lease, sell, license, and trade both real and personal property and to grant easements and licenses as to same as may be necessary or convenient in the administration of the Association and the operation of the Cooperative.

**4.2.3** To maintain, repair, replace, reconstruct, add to, improve, and operate the Cooperative Property and other property acquired or leased by the Association.

**4.2.4** To purchase insurance upon the Cooperative Property and insurance for the protection of the Association, its Officers, Directors, Committee members, and Members as Unit Owners.

**4.2.5** To make and amend Rules and Regulations concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Bylaws.

**4.2.6** To approve or disapprove the leasing, transfer, mortgaging, ownership, and possession of Units as may be provided by the Bylaws.

**4.2.7** To enforce by legal means the provisions of the Act, other applicable laws, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

**4.2.8** To contract for the management of the Cooperative and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific, non-delegable approval of the Board or the membership of the Association.

**4.2.9** To employ personnel to perform the services required for proper operation of the Cooperative.

**4.2.10** To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, Special Assessments, income or rights.

**4.3 Cooperative Property.** All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit of the Members in accordance with the provisions of the Act, these Articles and the Bylaws.

**4.4 Distribution of Income.** The Association shall make no distribution of income to its Members, Directors or Officers. This provision shall not apply to the distribution of insurance proceeds as provided in the Bylaws, nor the distribution of proceeds affiliated with

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termination or condemnation, as provided in the Bylaws and the Act, nor reimbursement for expenses as may be authorized by the Board.

**4.5 Limitation.** The powers of the Association are subject to and shall be exercised in accordance with the provisions of these Articles, the Bylaws and the Act.

**5. MEMBERS.** Membership in this Association shall be limited to record owners of Units in the Cooperative. Transfer of Unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a member of this Association. If Unit ownership is vested in more than one person, all of the persons owning a Unit shall be authorized to attend meetings. If Unit ownership is vested in a trustee or, to the extent permitted by the Cooperative Documents, any other entity, the trustee or entity shall designate a representative or an individual officer or employee to exercise its rights as a member, which designee must be an occupant of the Unit if the Unit is occupied.

**5.1 Assignment.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, pledged or transferred in any manner except as an appurtenance to the Unit for which that share is held.

**5.2 Voting.** On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each Unit. Said votes shall be exercised or cast in the manner provided in these By-Laws. The vote of a Unit shall not be divisible. Unless otherwise set forth in the Cooperative Documents or in the Act, matters shall be voted on by a vote of a majority of the Voting Interests of the membership, present and voting, in person, by proxy, or by any other means permitted by law, at any meeting at which a quorum is established, or by written agreement.

**5.3 Meetings.** The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

**6. TERM OF EXISTENCE.** The Association has perpetual existence.

**7. OFFICERS.** The affairs of the Association shall be administered by the Officers designated in the Bylaws. The Officers shall be elected by the Board of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

**8. BOARD OF DIRECTORS.**

**8.1 Number and Qualification.** The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws.

**8.2 Duties and Powers.** All of the duties and powers of the Association existing under the Act, these Articles, the Bylaws and the Rules and Regulations (all as amended

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from time to time) shall be exercised exclusively by or under the direction of the Board, as provided in the Bylaws, subject only to approval by Members when such approval is specifically required.

**8.3 Election; Removal.** Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

**9. BYLAWS.** The Bylaws of the corporation may be altered, amended, or repealed in the manner provided in the Bylaws.

**10. AMENDMENTS.** These Articles may be amended in the following manner:

**10.1 Proposal of Amendments.** An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

**10.2 Proposed Amendment Format.** Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER \_\_\_\_ FOR PRESENT TEXT."

**10.3 Notice.** Written notice setting forth the proposed amendment or a summary of the changes shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

**10.4 Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than twenty percent (20%) of the issued and outstanding shares of stock of the Association. A proposed amendment must be approved by not less than two-thirds (2/3) of all Voting Interests of the membership of the Association, either at a meeting at which a quorum is established, by written agreement, or by any other means authorized by Chapter 607 or the Act. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, conflicts between the Cooperative Documents, or if determined necessary and desirable by the Board to comply with the requirements of the secondary mortgage market, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote. The Board may also adopt amendments necessary to comply with the requirements of any governmental entity.

**10.5 Effective Date.** An amendment when adopted shall become effective after being recorded in the Palm Beach County Public Records according to law and filed with the Secretary of State according to law.

**10.6 Automatic Amendment.** These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Bylaws. Whenever the Act, 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 these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board, without a vote of the Members, may also 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 617 and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

**10.7 Proviso.** No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

## **11. INDEMNIFICATION.**

**11.1 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 Director, 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 Director, 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, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.

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

**11.3 Inclusions.** 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.

**11.4 Recovery of Expenses.** 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, 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.

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**11.5 Non-exclusive.** 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 Directors or vote of the Members, or as permitted under any By-Law or agreement, to the extent permitted by law.

**11.6 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.

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