

701816

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP  WAIT  MAIL

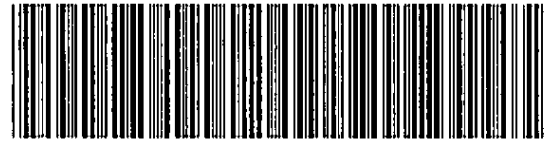
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



900365439179

RECEIVED

MAY 03 2021

05/04/21--01025--021 \*\*43.75

*Amended &  
Restated Articles*

FILED

2021 JUL 12 AM 10:49

SECRETARY OF STATE  
TOLSON BUILDING, FLOOR 5

JUL 13 2021

A RAMSEY

*\*00789, 00524, 00671*



RECEIVED

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

2021 JUL 12 PM 1:38

June 24, 2021

KEVIN T. WELLS, ESQ.  
LAW OFFICES OF WELLS/OLAH/COCHRAN  
1800 SECOND STREET, SUITE 808  
SARASOTA, FL 34236

SUBJECT: SIESTA ROYALE APARTMENTS, INC.  
Ref. Number: 701816

We have received your document for SIESTA ROYALE APARTMENTS, INC. and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please file the document as either Articles of Amendment or Amended and Restated Articles.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6823.

Annette Ramsey  
OPS

Letter Number: 021A00014407

Condominium, Homeowner  
and Cooperative Association

Kevin T. Wells, Esq.\*  
Paul E. Olah, Jr., Esq.\*\*  
Michael W. Cochran, Esq.



# Law Offices of Wells | Olah | Cochran

Attorneys at Law

Civil Litigation  
Construction Litigation

Jackson C. Kracht, Esq.  
Joseph A. Gugino, Esq.  
Steven K. Teuber, Esq.

April 29, 2021

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

Re: Articles of Incorporation  
Siesta Royale Apartments, Inc.

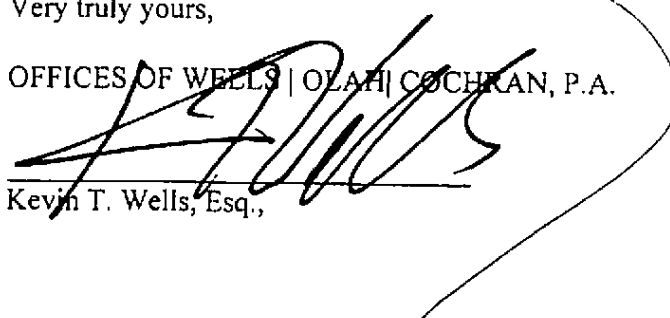
Dear Sir or Madam:

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

Thank you for your assistance in this matter.

Very truly yours,

OFFICES OF WELLS | OLAH | COCHRAN, P.A.

  
Kevin T. Wells, Esq.,

KTW/sjc  
Enclosures

Previously Provided  
Ref #  
Letter 021A00014407  
Corrected & Resending

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
SIESTA ROYALE APARTMENTS, INC.

FILED  
2027 JUL 12 AM 10:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

The members of **SIESTA ROYALE APARTMENTS, INC.**, a Florida not for profit corporation, whose principal office is located in Sarasota County, Florida, adopt these Amended and Restated Articles of Incorporation.

**ARTICLE 1.  
NAME AND CORPORATE DOCUMENTS**

**1.1 Name.** The name of this corporation shall be **SIESTA ROYALE APARTMENTS, INC.** ("Corporation"). The Corporation is a corporation not for profit under Chapter 617, Florida Statutes ("Florida Not for Profit Corporation Act.") and a cooperative association pursuant to Chapter 719, Florida Statutes ("Cooperative Act").

**1.2 Corporate Documents.** These are the Amended and Restated Articles of Incorporation of the Corporation. The original Articles of Incorporation of the Corporation were filed in the office of the Secretary of State on December 20, 1960, Document Number 701816. The original Standard Lease Agreement for **SIESTA ROYALE INC.** was recorded at Official Records Book 160, Page 419 *et seq.* of the Public Records of Sarasota County, Florida.

**1.3 Principal Office.** The principal office of the Corporation is 6334 Midnight Pass Road, Sarasota, Florida 34242. The Corporation's Board of Directors ("Board") may change the location of the principal office of the Corporation from time to time as provided by law.

**1.4 Definitions.** Any term not defined in the Cooperative Documents shall have the same definition as stated in Chapter 719, Florida Statutes ("Cooperative Act"), unless the context requires otherwise. Also, if there is a dispute over the proper definition of a vague or ambiguous term which is otherwise not defined in the Cooperative Documents or in the Cooperative Act, the Corporation's Board of Directors shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term. The definition adopted by the Board shall be binding unless wholly unreasonable and arbitrary.

**ARTICLE 2.  
DURATION OF CORPORATION**

The Corporation shall have perpetual existence unless sooner dissolved or terminated as provided in the Cooperative Act.

**ARTICLE 3.  
PURPOSES OF CORPORATION**

The purposes for which the Corporation is organized is to provide an entity pursuant to the Cooperative Act for the maintenance, operation, administration, and management of **SIESTA ROYALE APARTMENTS**, located in Sarasota County, Florida and to perform all acts provided in therein, in the Cooperative Documents and Florida law.

**SIESTA ROYALE APARTMENTS, INC.**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Description</u></b>	<b><u>Page No.</u></b>
1.	<b>NAME AND CORPORATE DOCUMENTS</b> .....	1
	1.1 Name .....	1
	1.2 Corporate Documents .....	1
	1.3 Principal Office .....	1
	1.4 Definitions .....	1
2.	<b>DURATION OF CORPORATION</b> .....	1
3.	<b>PURPOSES OF CORPORATION</b> .....	1
	3.1 Common Law and Statutory Powers .....	1
	3.2 Specific Powers .....	1
	3.3 Assets Held in Trust .....	2
	3.4 Limitation on Exercise of Powers .....	2
4.	<b>POWERS</b> .....	2
	4.1 Common Law and Statutory Powers .....	2
	4.2 Unit/Apartment Sales and Rental Program .....	2
	4.3 Specific Powers .....	3
	4.4 Emergency Powers .....	3
5.	<b>CORPORATE DUTIES</b> .....	5
	5.1 Duties .....	5
6.	<b>LESSEES AND MEMBERSHIP</b> .....	5
	6.1 Lessee .....	5
	6.2 Standard Lease Agreement Transfer .....	6
7.	<b>INITIAL INCORPORATORS</b> .....	6
8.	<b>VOTING RIGHTS</b> .....	7
	8.1 One Vote Per Unit .....	7
	8.2 Exercise of Voting Rights .....	7
9.	<b>MANAGEMENT OF CORPORATE AFFAIRS</b> .....	7
	9.1 Board of Directors .....	7
	9.2 Election of Directors .....	8
	9.3 Fiduciary Relationship .....	8
	9.4 Officers .....	8
10.	<b>AMENDMENTS</b> .....	8
	10.1 Notice and Proposal .....	8
	10.2 Approval of Amendments .....	8

	10.3 Limitation on Amendments .....	8
11.	<b>SUBSCRIBERS</b> .....	9
12.	<b>INDEMNIFICATION OF OFFICERS AND DIRECTORS</b> .....	9
	12.1 Indemnity .....	9
	12.2 Defense .....	9
	12.3 Advances .....	10
	12.4 Miscellaneous .....	10
	12.5 Insurance .....	10
	12.6 Amendment .....	10
13.	<b>MISCELLANEOUS</b> .....	10
	13.1 Definitions and Interpretation .....	10
	13.2 Document Conflict .....	10
	13.3 Gender .....	10
	13.4 Severability .....	10
	13.5 Headings .....	10
	13.6 Definitions .....	11

**ARTICLE 4.  
POWERS**

**4.1 Common Law and Statutory Powers.** The Corporation shall have all of the common law and statutory powers of a cooperative association and corporation not for profit not in conflict with the terms of these Articles of Incorporation, Bylaws, the Standard Lease Agreement, and Chapters 617 and 719, Florida Statutes.

**4.2 Unit/Apartment Sales and Rental Program.** The Corporation shall have the power and authority to create, manage, and operate an on-site Unit sale and rental program for the use and benefit of the Lessees, including creating and/or operating one or more separate corporations or Limited Liability Companies to handle such on-site Unit sales and/or rentals, or retain the services of a real estate broker, agent, or employee to operate or maintain such a program, as determined by the Board of Directors. The Corporation's Board of Directors is authorized to take all steps reasonably necessary to lawfully create, operate and administer such an on-site sales and/or rental program.

**4.3 Specific Powers.** The specific powers of the Corporation shall include but not be limited to the following:

A. To negotiate on behalf of, acquire, administer, and operate **SIESTA ROYALE APARTMENTS** located in Sarasota County, Florida, on behalf of the Members;

B. To be the entity that owns the record interest in the real property, and that is responsible for the administration and operation of **SIESTA ROYALE APARTMENTS**.

C. To contract, sue, or be sued, with respect to the exercise or non-exercise of its powers and duties.

D. To maintain, repair, manage, replace, and operate the real and personal property of **SIESTA ROYALE APARTMENTS**, and to institute, maintain, settle or appeal lawsuits, arbitration and mediations, administrative actions or hearings in its name, on behalf of all Lessees, concerning matters of common interest, including, but not limited to, the common property, structural components of a building or other improvements, mechanical, electrical and plumbing elements serving the Cooperative Property, and protests of ad valorem taxes on commonly used facilities.

E. To make, amend and collect annual assessments, special assessments, fines, late fees, interest, costs, attorney's fees and other authorized charges against the Units and Lessees.

F. To purchase insurance upon the Cooperative Property, Corporation property, directors & officers liability insurance, umbrella insurance, flood insurance, worker's compensation insurance, and insurance for the protection of the Corporation and its Members, as Lessees.

G. To enforce by legal means the provisions of the Cooperative Act, the Rules and Regulations, these Articles of Incorporation, the Bylaws and the Standard Lease Agreement and to negotiate and settle all threatened or pending disputes, claims or lawsuits.

H. To employ personnel to perform the services required for the proper administration and operation and affairs of the Cooperative and the Corporation.

I. To acquire by purchase or otherwise and to sell, encumber, grant easements or other use rights, mortgage and lease Units/Apartments, Cooperative Property or additional real property, subject nevertheless to the provisions of the Cooperative Documents relative thereto.

J. To borrow money and secure the same by assigning assessments, lien rights, assessment collection authority and by execution of mortgages encumbering the Corporation real property and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Corporation.

K. To operate, lease, maintain, repair, replace, improve, alter, and administer the Corporation's Common Areas, Cooperative Property and Corporation's real and personal property and to repair and reconstruct improvements after casualty.

L. To purchase Lease Agreements for Units/Apartments in **SIESTA ROYALE APARTMENTS**, and to acquire, improve, alter, and hold, lease, mortgage, and convey them.

M. To make, amend and enforce reasonable Rules and Regulations governing the Units/Apartments, the Common Areas and the Cooperative Property.

N. Modify, move or create any easement for ingress or egress or for the purposes of utilities, if the easement constitutes part of or crosses the Cooperative Property, with or without the joinder of any Lessees. This section does not authorize the Corporation to modify or move any easement created in whole or in part for the use or benefit of anyone other than the Lessees, or crossing the property of anyone other than the Lessees, without their consent or approval as required by law or the instrument creating the easement. Nothing in the section affects the rights of ingress or egress of any Member of the Corporation.

O. To contract for the management, operation, administration and maintenance of the Cooperative Property and to authorize a contractor or management agent to assist the Corporation in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and restrictions of the Corporation, except where specifically required by the Cooperative Documents or a management contract to have the approval of the Board of Directors.

P. To have and exercise all rights and powers conferred upon corporations under the laws of the State of Florida, and the laws of the United States, those set forth in these Articles of Incorporation and the Bylaws of the Corporation, and any recorded covenants or restrictions encumbering the property **SIESTA ROYALE APARTMENTS** to the extent that to do so is not inconsistent with the Cooperative Act.

#### **4.4 Emergency Powers.**

A. To the extent allowed by law, unless specifically prohibited by the Cooperative Documents, and consistent with Section 617.0830, the Board of Directors, in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in the area encompassed by the Cooperative, may exercise the following powers:

1. Conduct Board, committee and Members' meetings via digital or internet means or by remote communication after notice of the meetings and Board decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, public service announcements, conspicuous posting on the Cooperative Property, or any other means the Board deems appropriate under the circumstances.

2. Cancel and reschedule any Corporation meeting.

3. Designate assistant officers who are not Directors. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the state of emergency as the executive officer he or she assists.

4. Relocate the Corporation's principal office or designate an alternative principal office.



5. Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.

6. Implement a disaster plan before or immediately following the event for which a state of emergency is declared, which may include turning on or shutting off elevators; electricity; water, sewer, or security systems; or air conditioners for Cooperative buildings.

7. Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Cooperative Property unavailable for entry or occupancy by Lessees or their family members, tenants, guests, agents, or invitees to protect their health, safety, or welfare.

8. Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine whether the Cooperative Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Cooperative Documents.

9. Require the evacuation of the Cooperative Property in the event of a mandatory evacuation order in the area where the Cooperative is located. If a Lessee, resident or other occupant fails to evacuate the Cooperative Property for which the Board has required evacuation, the Corporation is immune from liability for injury to persons or property arising from such failure.

10. Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Cooperative Property, regardless of whether the Lessee is obligated by the Cooperative Documents or law to insure or replace those fixtures and to remove personal property from a Unit/Apartment.

11. Contract, on behalf of a Lessee, for items or services for which the Lessee is otherwise individually responsible, but which are necessary to prevent further damage to the Cooperative Property. In such event, the Lessee on whose behalf the Board has contracted is responsible for reimbursing the Corporation for the actual costs of the items or services, and the Corporation may use its lien authority provided by Section 719.108, Florida Statutes to enforce collection of the charges. Such items or services may include the drying of the Unit/Apartment, the boarding of broken windows or doors, and the replacement of a damaged air conditioner or air handler to provide climate control in the Unit/Apartment or other portions of the property.

12. Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the Cooperative Documents, levy special assessments without a vote of the Lessees.

13. Without Lessees' approval, borrow money and pledge the Corporation's assets as collateral to fund emergency repairs and carry out the duties of the Corporation if operating funds are insufficient. This paragraph does not limit the general authority of the Corporation to borrow money, subject to such restrictions contained in the Cooperative Documents, if any.

B. The authority granted under this Article 4.3 is limited to that time reasonably necessary to protect the health, safety, and welfare of the Corporation and the Lessees and their family members, tenants, guests, agents, or invitees, and to mitigate further damage and make emergency repairs.

## ARTICLE 5. CORPORATE DUTIES

**5.1 Duties.** The duties of the Corporation shall include but not be limited to the following:

**A.** If the Corporation has the authority to maintain a class action, the Corporation may be joined in an action as representative of that class with reference to litigation and disputes involving the matters which the Corporation could bring a class action, however nothing herein shall limit the statutory or common law right of any individual Lessee or class of Lessees to bring any action which may otherwise be available.

**B.** Those duties set forth in these Articles of Incorporation and the Bylaws of the Corporation, and any recorded documents or restrictions encumbering the property of **SIESTA ROYALE APARTMENTS** to the extent that to do so is not inconsistent with Chapter 719, Florida Statutes.

**C.** Maintain and make available to its Lessees and their authorized representatives the Corporation's official records in Sarasota County, Florida, pursuant to the applicable requirements of Section 719.104(2), Florida Statutes.

**D.** Maintain its accounting records according to good accounting practices, such records to be open to inspection by Lessees and their authorized representatives, at reasonable dates and times, and written summaries of such records may be supplied at least annually to such Lessees, or their authorized representatives, and shall include, but not be limited to:

1. A record of all receipts and expenditures;

2. An account for each Lessee, designated in the name and current mailing address of the Lessee, the amount of each assessment, fine, or other charge, dates and amounts in which the assessments, fines or other charges come due, the amount paid upon the account, and the balance due on the account;

**E.** Use its best efforts to obtain and maintain adequate insurance to protect the Corporation and the property of **SIESTA ROYALE APARTMENTS, INC.**, and make available for inspection by its Lessees and their authorized representatives, at reasonable times, a copy of each policies of insurance.

## **ARTICLE 6. LESSEES AND MEMBERSHIP**

**6.1 Lessee.** Each Owner of a ninety-nine (99) year lease ("Standard Lease Agreement" or "Lease") to an apartment unit in **SIESTA ROYALE APARTMENTS** shall be a Member of this Corporation. A Standard Lease Agreement shall not be owned by a corporation, limited liability corporation ("LLC"), partnership, limited partnership, or other business association or entity, with the explicit exception of a bank, corporation or an entity or association that acquires the Standard Lease Agreement in connection with a foreclosure of a mortgage or an assignment in lieu of foreclosure. A "Unit/Apartment" means a part of the Cooperative Property which is subject to exclusive use and possession of a Lessee. "Cooperative Property" means the lands, leaseholds, and personal property owned by the Corporation. Membership in the Corporation is limited to owners of a Standard Lease Agreement in **SIESTA ROYALE APARTMENTS**. There is one (1) Membership Certificate for each Unit/Apartment.

**6.2 Standard Lease Agreement Transfer.** A Standard Lease Agreement cannot be transferred separately from the transfer of a Unit/Apartment or Membership Certificate. Upon the transfer of a Lease, either voluntarily, in accordance with these Bylaws, or by operation of law, the transferee may be issued a Membership Certificate. The lease, assignment, mortgage or other transfer of a Unit/Apartment is subject to the prior written approval by the Corporation pursuant to the Cooperative Documents. The Corporation shall charge a fee in connection with the request for approval of a lease, assignment or transfer of Lease, which shall be in the maximum amount allowed by the Cooperative Act (currently One Hundred Dollars (\$100) per transfer. The fee shall be payable directly to the Corporation to cover the cost and expenses of the transfer.

**ARTICLE 7.  
INITIAL INCORPORATORS**

The initial incorporators of the Corporation are:

John Urban	5738 Waneta Place, Sarasota, Florida
Jules Switky	6334 Midnight Pass Road, Sarasota, Florida
Phillip Trapani	6006 Midnight Pass Road, Sarasota, Florida

**ARTICLE 8.  
VOTING RIGHTS**

**8.1 One Vote Per Unit.** Each Cooperative Unit is entitled to one (1) vote at Corporation membership meetings, notwithstanding that the same Owner may own more than one (1) Unit or that Units may be joined together and occupied by one Owner.

**8.2 Exercise of Voting Rights.** The Bylaws and the Cooperative Act shall provide the manner of exercising voting rights. No vote shall be allocated to a Unit owned by the Corporation. The Corporation may suspend a Members' voting rights in the manner provided in the Cooperative Act.

**ARTICLE 9.  
MANAGEMENT OF CORPORATE AFFAIRS**

**9.1 Board of Directors.** The affairs of the Corporation 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 nor more than nine (9) directors. A director must fulfill all requirements of eligibility provided in Florida law, the Bylaws and in the Lease Agreement. The Board of Directors shall govern this Corporation in accordance with the Cooperative Act, its Rules and Regulations, these Articles of Incorporation, the Bylaws and the Standard Lease Agreement

**9.2 Election of Directors.** Directors of the Corporation shall be elected at the annual meeting of members in the manner determined by the Bylaws and the Cooperative Act. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws and the Cooperative Act.

**9.3 Fiduciary Relationship.** The officers and directors of the Corporation have a fiduciary relationship to the Lessees. A director shall discharge his or her duties as a director, including his or her duties as a member of a committee: (a) In good faith; (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (c) In a manner he or she reasonably believes to be in the best interests of the corporation. In discharging his or her duties, a director may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

(A) One or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented;

(B) Legal counsel, public accountants, or other persons as to matters the director reasonably believes are within the persons' professional or expert competence; or

(C) A committee of the board of directors of which he or she is not a member if the director reasonably believes the committee merits confidence.

A director is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted above unwarranted. A director is not liable for any action taken as a director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this section.

**9.4 Officers.** The affairs of the Corporation shall be administered, as directed by the Board, by the officers designated in the Bylaws. The Board of Directors shall elect officers at its organizational Board meeting following the annual meeting of the members. Officers serve at the pleasure of the Board of Directors.

## **ARTICLE 10. AMENDMENTS**

Amendments to these Articles of Incorporation shall be noticed, proposed and adopted in the following manner:

**10.1 Notice and Proposal.** Notice of the subject matter or proposed amendments shall be included in or with the notice of the membership meeting at which the amendment will be considered. An amendment to these Articles of Incorporation may be proposed by the Board of Directors or by at least twenty percent (20%) of the Corporation's Voting Interests. Upon an amendment to these Articles of Incorporation being properly proposed, such proposed amendment shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt of the proposed amendment and it shall be the duty of the Secretary to give to each Member notice of such meeting in the manner provided for in the Bylaws.

**10.2 Approval of Amendments.** An amendment to the Articles of Incorporation shall be adopted upon the affirmative approval of at least a Majority of the total Voting Interests of the Corporation. Members not present, in person or by proxy, at the membership meeting considering the amendment may express their approval in writing, provided that such written approval is delivered to the Corporation prior to or at the membership meeting.

**10.3 Limitation on Amendments.** No amendment shall be made which conflicts with the Cooperative Act or the Cooperative Documents.

**10.4 Errors.** Non-material errors and omissions in an Articles of Incorporation amendment or in the amendment process shall not invalidate an otherwise properly promulgated amendment.

**10.5 Amendment to Make Articles of Incorporation Consistent with Law.** Whenever Florida or Federal law or other applicable statutes or administrative regulations are deemed to be inconsistent with the Articles of Incorporation, the Board of Directors, without a vote of the owners, may adopt by Majority vote, amendments to the Articles of Incorporation as the Board deems necessary to make them consistent.

**10.6 Certification and Recording.** The Corporation shall file a copy of each amendment to the Articles of Incorporation with the Florida Secretary of State, Division of Corporations and record it in the Public Records of Sarasota County, Florida, together with a duly executed Certificate of Amendment.

## **ARTICLE 11. REGISTERED AGENT AND OFFICE**

The registered office of the Corporation is 2262 Gulf Gate Drive, Sarasota, Florida 34242, and the registered agent of the Corporation at that office is Kenneth F. Kandefer, CPA. The Corporation's Board of Directors may change the Corporation's registered office and registered agent from time to time as provided by law.

**ARTICLE 12.  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

**12.1 Indemnity.** The Corporation 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 Corporation, against expenses (including attorney fees and appellate attorney 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 Corporation, 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, 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 Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Corporation, 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.

**12.2 Defense.** To the extent that a director, officer, or committee member of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 12.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified for expenses (including attorney fees and appellate attorney fees) actually and reasonably incurred by him or her in connection therewith.

**12.3 Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Corporation 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 to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized by this Article 12.

**12.4 Miscellaneous.** The indemnification provided by this Article 12 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, 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.

**12.5 Insurance.** The Corporation 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 Corporation, 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 Corporation would have the power to indemnify him or her against such liability under the provisions of this Article 12.

**12.6 Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article 12 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

**ARTICLE 13.  
MISCELLANEOUS**

**13.1 Definitions and Interpretation.** Terms used in these Articles of Incorporation shall have the same meaning as defined in the Lease Agreement or the Cooperative Act. The Board of Directors is responsible for interpreting the provisions of the Lease Agreement, 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.

**13.2 Document Conflict.** The term "Cooperative Documents," as used in these Articles of Incorporation and elsewhere shall include the Standard Lease Agreement, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Corporation, as amended from time to time. In the event of an actual or implied conflict in the Cooperative Documents, the Cooperative Documents shall control in the following order:

- A. Standard Lease Agreement;
- B. Articles of Incorporation;
- C. Bylaws; and
- D. Rules and Regulations.

**13.3 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.

**13.4 Severability.** In the event that any Section, clause, paragraph or other provision of the Articles of Incorporation is deemed invalid, it shall be deemed severed and the remaining provisions of the Articles of Incorporation shall remain valid and in full force and effect.

**13.5 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.

**13.6 Definitions.** All terms used in these Articles of Incorporation have the same meaning, to the extent applicable, as set forth in the Corporation's Cooperative Documents and in the Cooperative Act. If a term is not defined in Chapter 719, Florida Statutes, herein or is deemed ambiguous by the Corporation's Board of Directors, the Board 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 Cooperative or refer to a common dictionary when defining a term. The Board's definition shall be binding on all parties unless wholly unreasonable and arbitrary.

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

**CERTIFICATE OF AMENDMENT  
TO  
AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
SIESTA ROYALE APARTMENTS, INC.  
(Division of Corporation's Document Number: 701816)**

Pursuant to the provisions of Section 617.1006, Florida Statutes, this Florida Not For Profit Corporation adopts the following amendment(s) to its Articles of Incorporation:

- A. If amending name, enter the new name of the corporation: N/A.
- B. Enter new principal office address, if applicable: N/A.
- C. Enter new mailing address, if applicable: N/A.
- D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address: N/A.
- E. If amending or adding additional Articles, enter change(s) here: See Attached

**The date of each amendment(s) adoption:** The Members adopted the above amendments on: January 15, 2021, at the Annual Membership Meeting.

**Effective Date if applicable:** immediately upon filing with the Division of Corporations.

**Adoption of Amendments: (CHECK ONE)**

- The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the Board of Directors.

DATED this 20 day of April, 2021.

(Remainder of Page Intentionally Left Blank)

SIESTA ROYALE APARTMENTS, INC.,  
a Florida not for Profit Corporation

By: [Signature]  
Larry Grescoviak, President (Corporate Seal)

STATE OF FLORIDA  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20 day of April, 2021, by Larry Grescoviak as the President of SIESTA ROYALE APARTMENTS, INC., a Florida Not For Profit Corporation, on behalf of the corporation, who is personally known to me or has produced DL# G6215254238705 FL# 427127 as identification.

NOTARY PUBLIC

Sign: [Signature]

Print: William D Cummings

State of Florida at Large (Seal)

My Commission expires:

