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Amended + Restated

AUG 22 2023

D CUSHING

Condominium, Homeowner
and Cooperative Associations

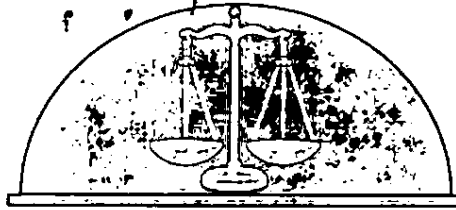
Kevin T. Wells, Esq.*
Paul E. Olah, Jr., Esq.**
Michael W. Cochran, Esq.



CONDOMINIUM AND
PLANNED DEVELOPMENT



CONSTRUCTION LAW



Law Offices of
Wells | Olah | Cochran

Attorneys at Law

June 30, 2023

Civil Litigation
Construction Litigation

Michael P. Wallach, Esq.
Thomas A. Marino II, Esq.

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

Re: Articles of Incorporation
The Banyan Bay Club, Inc.

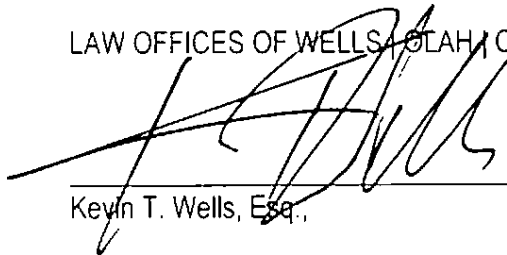
Dear Sir or Madam:

Please file the enclosed Articles of Amendment to the Articles of Incorporation for the above-referenced corporation. Also enclosed is check #8899 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,

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


Kevin T. Wells, Esq.,

KTW/dmh
Enclosures

FILED
2023 JUL -6 AM 10:30
SECRETARY OF STATE
TALLAHASSEE, FL

Prepared by and Return to:
Kevin T. Wells, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Rd., Bldg. B
Sarasota, FL 34237
(941) 366-9191 Telephone

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
THE BANYAN BAY CLUB, INC.
(Division of Corporation's Document Number: 724916)

FILED
2023 JUL - 6 AM 10:30
SECRETARY OF STATE
TALLAHASSEE, FL

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: adopted by affirmative vote the attached amendment(s) on:
May 25, 2023 at a 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 9 day of June, 2023.

THE BANYAN BAY CLUB, INC.,
a Florida Not for Profit Corporation

By: Paula C. Bright
Paula Bright, President

(Corporate Seal)

STATE OF New York
COUNTY OF NIAGARA

9 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of June, 2023, by Paula Bright, as the President of THE BANYAN BAY CLUB, INC., a Florida Not for Profit Corporation, on behalf of the corporation, who is personally known to me or has produced FL Doc L.C. 66366359531-0 as identification.

NOTARY PUBLIC

Sign: [Signature]

Print: KYLE M. HEATH

State of New York at Large (Seal)
My Commission expires: Oct 11 2023

KYLE M. HEATH
Notary Public, State of New York
Qualified in Niagara County
Reg. No. 01HE6249706
My Commission Expires Oct. 11, 2023

Attested by: Robin Ellis
Robin Ellis, Secretary

STATE OF ~~FLORIDA~~ ^{Maine}
COUNTY OF York

(Corporate Seal)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of June, 2023, by Robin Ellis, as the Secretary of **THE BANYAN BAY CLUB, INC.**, a Florida Not for Profit Corporation, on behalf of the corporation, who is personally known to me or has produced MA Drivers License as identification.

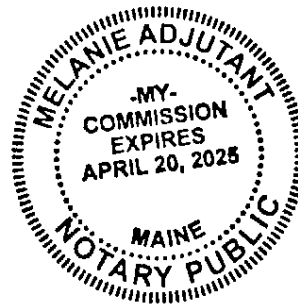
NOTARY PUBLIC

Sign: Melanie Adjutant

Print: Melanie Adjutant

State of Florida at Large (Seal)

My Commission expires: April 20, 2025



THE BANYAN BAY CLUB, INC.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE BANYAN BAY CLUB, INC.

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

The Members of **THE BANYAN BAY CLUB, INC.**, a Florida not for profit corporation, hereby adopt these Amended and Restated Articles of Incorporation. The original Articles of Incorporation were filed with the Florida Secretary of State, Division of Corporations on December 1, 1972 as Document Number 724916. The original Declaration of Condominium for **THE BANYAN BAY CLUB, A CONDOMINIUM** was recorded at Official Records Book 654, Page 242 *et seq.* of the Public Records of Manatee County, Florida.

ARTICLE 1. Name of Corporation and Principal Office.

The name of the corporation is **THE BANYAN BAY CLUB, INC.**("Association"). The street address of the principal office of the Association is 5250 Gulf of Mexico Drive, Longboat Key, Florida. The Association's Board of Directors may change the address and location of the principal office of the Association from time to time.

ARTICLE 2. Purpose.

2.1 Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Section 711.12, Florida Statutes, 1969 ("Condominium Act"), for the operation of **THE BANYAN BAY CLUB, A CONDOMINIUM** ("Condominium"), located at 5250 Gulf of Mexico Drive, Longboat Key, Florida. The general nature of the business to be conducted by the Association is to operate and manage the affairs of the Condominium Property, and to perform all acts provided in the Declaration of Condominium, Articles of Incorporation, Bylaws, all as amended from time to time, and the Condominium Act.

2.2 Distribution of Income. The Association is organized as a Florida not for profit corporation. As such, it shall issue no stock and shall make no distribution of income to its Members, directors, or officers.

ARTICLE 3. Powers.

3.1 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, the Declaration or the Condominium Act.

3.2 Specific Powers. The Association's Board of Directors shall have all of the powers and duties set forth in the Condominium Act of the State of Florida and Chapter 617, Florida Statutes ("Florida Not for Profit Corporation Act"), except as limited by these Articles of Incorporation, Bylaws and by the Declaration. The Board of Directors shall also have all of the powers and duties reasonably necessary to operate the Condominium and the Association pursuant to such Declaration and as it may be amended from time to time, including but not limited to the following:

A. To make, amend and collect annual and Special Assessments against Members as Unit Owners to defray the costs, Common Expenses and losses of the Condominium and the Association.

B. To use the proceeds of Assessments in the exercise of its powers and duties.

C. To maintain, repair, replace and operate the Condominium Property as more fully provided in the Declaration.

D. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its Members as Unit Owners.

E. To make and amend reasonable Rules and Regulations respecting the Common Elements, Limited Common Elements and the Condominium Units ; provided, however, that all such Rules and Regulations and amendments thereto adopted by the Board may be vetoed by not less than two-thirds (2/3) of the Voting Interests of the Association present (in person or by proxy) at a membership meeting. Any Rule and Regulation vetoed by a membership vote shall not thereafter be amended by a Board vote.

F. To approve or disapprove the transfer, lease, mortgage and/or ownership of Units in **THE BANYAN BAY CLUB, A CONDOMINIUM**, as more fully provided in the Declaration.

G. To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium, these Articles of Incorporation, Bylaws of the Association and the Rules and Regulations.

H. To contract for the management, operation, administration, maintenance and repair of the Condominium and to delegate to such managers, agents, and contractor(s) all powers and duties of the Association, except such as are specifically required by the Condominium Documents to have the approval of Board of Directors or membership of the Association.

I. To contract for the management or operation portion of the Common Elements susceptible to separate management or operation, and to lease such portions as the Board determines appropriate.

J. To employ employee personnel for reasonable compensation to perform the services required for proper administration and operation of the Association and the Condominium Property.

K. To acquire and enter into agreements whereby it acquires leaseholds, membership or other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use or benefit of the Unit Owners.

L. To acquire by purchase, gift or otherwise Condominium Units of the Condominium for any purpose and to hold, lease, sell, mortgage, use, alter, improve, use and/or convey such Units on such terms and conditions approved by the Board, subject nevertheless to the provisions of the Declaration and/or Bylaws relative thereto.

M. To grant, modify, move, relocate and/or terminate easements over, under or through the Common Elements or Association Property, but not over, under or through the Units.

N. To sue and be sued, and negotiate and settle lawsuits, disagreements and disputes.

O. 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.

P. To create, appoint, modify, and disband committee(s).

Q. To further alter and improve the Condominium Property, both real and personal, and to purchase realty and items of furniture, personal property, furnishings, and equipment, subject to the other provisions of the Condominium Documents.

R. To exercise such other powers and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth in the Condominium Documents and as permitted by the laws of Florida.

S. To use the proceeds of Assessments to encourage and facilitate social interaction among the Owners, tenants and occupants of the Units up to a limit of one percent (1%) of the current annual budget each year.

3.3 Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers and any other powers authorized by the provisions of Section 718.1265, Florida Statutes (2021), and Sections 617.0207 and 617.0303, Florida Statutes (2021). **For purposes of this Section 3.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject 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:

A. Conduct Board meetings, committee meetings, elections, and membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication with notice given as is practicable. Such notice may be given in any practicable manner, including publication, radio, United States mail, the Internet, electronic transmission, public service announcements, and conspicuous posting on the Condominium Property or Association Property or any other means the Board deems reasonable under the circumstances. Notice of decisions also may be communicated as provided in this paragraph.

B. Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.

C. 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.

D. Relocate the Association's principal address or designate alternative principal addresses.

E. Enter into agreements with governmental agencies, local counties and municipalities to assist counties and municipalities with debris removal and other emergency assistance.

F. 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.

G. Based upon advice of emergency management officials or public health offices, or upon the advice of licensed professionals retained by or otherwise available to the Board of Directors, determine any portion of the

Condominium Property or Association Property unavailable for entry or occupancy by Unit Owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

H. Require the evacuation of the Condominium Property 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 Property or Association Property 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.

I. Based upon advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise made available to the Board of Directors, determine whether the Condominium Property, Association Property, or any portion thereof can be safely inhabited, accessed or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration

J. Mitigate further damage, injury or contagion, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus or contagion, including, but not limited to, mold or mildew, by removing and disposing of wet drywall, insulation, carpet, carpet pad, wood flooring, tile, baseboards, air ducts, insulation, 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. **The Association will notify the Owner of such action as soon as practicable.**

K. 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. Without limitation, such items or services may include the drying of units, the boarding of broken windows or doors, the replacement of damaged air conditioners or air handlers to provide climate control in the units or other portions of the property, and the sanitizing of the condominium property or association property, as applicable. **The Association will notify the Owner of such action as soon as practicable.**

L. 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.

M. Without Unit Owners' 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.

N. 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 this Article 3.3 herein shall only be liable for willful misconduct.

Notwithstanding Paragraphs A. through N. above, during a state of emergency declared by executive order or proclamation of the Governor pursuant to Section 252.36, Florida Statutes, the Association may not prohibit Unit owners, tenants, guests, agents, or invitees of a Unit owner from accessing the Unit and the Common Elements and Limited Common Elements appurtenant thereto for the purposes of ingress and egress from the unit and when access is necessary in connection with: (a) the sale, lease, or other transfer of title of a Unit, or (b) the habitability of the Unit or for the health, and safety of such person unless a governmental order or determination, or a public health directive from the Centers for Disease Control and Prevention, has been issued prohibiting such access to the unit. Any such access is subject to reasonable restrictions adopted by the Association.

The special powers authorized in Article 3.3 herein shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the Unit Owners, their family members, tenants, guests, occupants and invitees and shall be reasonably necessary to mitigate further damage, injury or contagion and make emergency repairs to the Common Elements and Association Property.

3.4 Assets held in Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

3.5 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 of Condominium and the Bylaws of the Association.

ARTICLE 4. Members.

4.1 Members. The Members of the Association shall consist of all of the record owners of Units. After termination of the Condominium, the Members of the Association shall consist of those who are Members at the time of such termination and their successors and assigns.

4.2 Change of Membership. After receiving the written approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a change of record title to a Unit and the delivery to the Association of a certified or other copy of such recorded instrument. The Owner designated by such instrument thereby becomes a Member of the Association and the membership of the prior owner is automatically terminated.

4.3 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 the Member's Unit.

4.4 Voting. Subject to a voting right being suspended, the Owner of each Unit shall be entitled to one (1) vote as a Member of the Association. The exact number of votes to be cast by Owners of a Unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association. Owners of more than one (1) Unit shall be entitled to cast one (1) vote for each Unit owned. A vote is not divisible.

ARTICLE 5. Directors.

5.1 Board of Directors. The affairs, operation and administration of the Association shall be managed by the Board of Directors, consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors must fulfill all eligibility requirements provided by Florida law and the Condominium Documents.

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

ARTICLE 6. Officers.

The affairs of the Association shall be administered by officers designated in the Bylaws of the Association. The officers shall be elected by the Board of Directors at its first organizational Board meeting following the annual meeting of the members of the Association. All officers serve at the pleasure of the Board of Directors.

ARTICLE 7. Indemnification.

7.1 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 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 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, 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, had reasonable cause to believe that his 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.

7.2 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 Section 7.1 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.

7.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall 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 to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 7.

7.4 Miscellaneous. The indemnification provided by this Article 7 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.

7.5 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 this Article 7.

ARTICLE 8. Bylaws.

The Bylaws of the Association may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 9. Amendments.

9.1 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 thirty percent (30%) of the Association's total Voting Interests. Any proposed amendment must be reviewed by the Association's legal advisor before being proposed to the membership for a vote. Upon an amendment to these Articles of Incorporation being properly proposed, such proposed amendment shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt of the proposed amendment. It shall be the duty of the Secretary to give to each Member proper and timely notice of such a membership meeting in the manner provided for in the Bylaws.

9.2 Approval of Amendments. An amendment to the Articles of Incorporation shall be adopted upon the affirmative approval of not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the total Voting Interests of the Association present in person or by proxy at the membership meeting at which a quorum is obtained. In the alternative, an amendment to the Articles of Incorporation may be approved by not less than two-thirds (2/3) of the total eligible Voting Interests of the Association without any Board approval. Directors and Members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, provided such approval is delivered to the Association Secretary or Manager prior to the meeting.

9.3 Limitation on Amendments. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.4 of Article 3, without approval in writing by all Members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act of the State of Florida or the Declaration of Condominium.

9.4 Certification. A copy of each amendment shall be filed with the Secretary of State and be recorded in the Public Records of Manatee County, Florida, along with a Certificate of Amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully and duly adopted.

ARTICLE 10. Term.

The term of the Association shall be perpetual, unless the Condominium is terminated pursuant to the provisions of its Declaration and in the event of such termination, the corporation may then be dissolved in accordance with the law.

ARTICLE 11. Original Subscribers.

The names and addresses of the original subscribers of these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
William W. Merrill	2041 Main Street, Sarasota, Florida
Betty Haines	2041 Main Street, Sarasota, Florida
Karen White	2041 Main Street, Sarasota, Florida

ARTICLE 12. Miscellaneous.

12.1 Definitions and Interpretation. Terms used in these Articles of Incorporation 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.

12.2 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 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 an actual or implied conflict in the Condominium Documents, the Condominium Documents shall control in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations

12.3 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.

12.4 Severability. If any Article, Section, subsection, 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.

12.5 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.

These Amended and Restated Articles of Incorporation were duly adopted at the May 25, 2023 membership meeting of **THE BANYAN BAY CLUB, INC.**

THE BANYAN BAY CLUB, INC.

Sign: Paul E. Bright
As its President

(Corporate Seal)

Attest: Edith E. Ellis
As its Secretary