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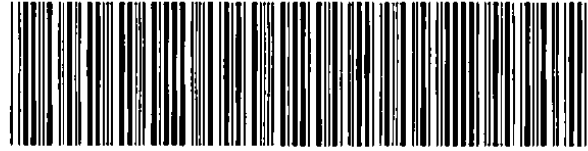
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Yeline Goin
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Board Certified Specialist, Condominium and
Planned Development Law
Phone: 407.215.9692 Fax: 407.999.2209
ygoin@beckerlawyers.com

Becker

Becker & Poliakoff
111 N. Orange Avenue
Suite 1400
Orlando, FL 32801

November 6, 2024

Florida Department of State
Amendment Section
Division of Corporations
Post Office Box 6327
Tallahassee, FL 32314

Re: The Southwind Condominium Association, Inc. (Document No. 744821)

To Whom It May Concern:

Enclosed please find Articles of Amendment for the above-referenced corporation, along with check number 1005 in the amount of \$35.00 to cover the cost of filing.

Please return a copy of the filed document to my attention. An extra copy of the document and a self-addressed stamped envelope are enclosed herewith for your use.

Thank you for your attention to this matter.

Very truly yours,



Yeline Goin, Esq.
For the Firm
YG/kle
Enclosures as stated.

**ARTICLES OF AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

Pursuant to the provision of Chapter 617, Florida Statutes, the undersigned corporation adopts the following Articles of Amended and Restated Articles of Incorporation.

FIRST: The name of the corporation is The Southwind Condominium Association, Inc.

SECOND: The attached Amended and Restated Articles of Incorporation were adopted by the membership.

THIRD: The attached Amended and Restated Articles of Incorporation were adopted by the required vote of the members on the 14th day of September, 2024.

FOURTH: The number of votes cast were sufficient for approval.

THE SOUTHWIND CONDOMINIUM
ASSOCIATION, INC.

By: Debbie Valle
Debbie Valle, President
785 W. Granada Blvd., Ste 5
Ormond Beach, FL 32174

WITNESSES:
(TWO)

Sarah Davies

Signature

Sarah Davies

Printed Name

319 W. Lake Faith Dr. Maitland, FL 32751

Address

Henrieth Gonzalez

Signature

Henrieth Gonzalez

Printed Name

3643 Chalet at Orlando FL 32818

Address

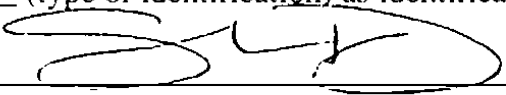
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ALL DOCUMENTS FILED
IN THE PUBLIC RECORDS
OF ORANGE COUNTY, FLORIDA
BY CLERK OF COURT
JENNIFER L. HARRIS

[NOTARY BLOCK ON NEXT PAGE]

LAW OFFICES
BECKER & POLIAKOFF, P.A.
111 N. ORANGE AVE., SUITE 1400, ORLANDO, FL 32801
TELEPHONE (407) 875-0955

STATE OF FLORIDA)
) SS:
COUNTY OF Orange)

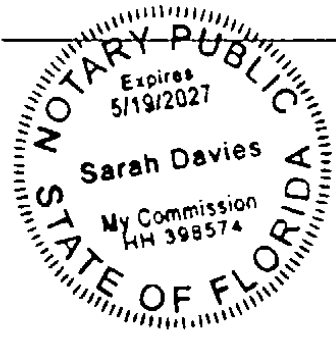
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15th day of October 2024, by Debbie Valle as President of The Southwind Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. She is ☒ personally known to me or ☐ has produced _____ (type of identification) as identification.



Notary Public
Sarah Davies

Printed Name

My commission expires: _____



**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF**

THE SOUTHWIND CONDOMINIUM ASSOCIATION, INC.

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

These are the Amended and Restated Articles of Incorporation of The Southwind Condominium Association, Inc., originally filed with the Florida Department of State on the 2nd day of November, 1978, under Charter Number 744821. Amendments included have been added pursuant to Chapter 617, Florida Statutes).

The name of the current registered agent and address of the current registered office is Southern States Management Group, Inc., 785 W. Granada Blvd., Suite 5, Ormond Beach, FL 32779. The Board may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

1. NAME. The name of the corporation is THE SOUTHWIND CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation is referred to in this instrument as the "Association," the Declaration of Condominium as "Declaration," 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 an entity pursuant to the Florida Condominium Act (the "Act") for the operation of that certain Condominium located in Volusia County, Florida, and known as The Southwind Condominium, a Condominium (the "Condominium").

3. DEFINITIONS. The terms used in these Articles have the same definitions and meaning as those set forth in the Declaration and 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 Declaration, these Articles or of the Act.

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

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

Page 1 of 6

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TELEPHONE (407)875-0955

1 **4.2.1** To make and collect Assessments (including Special Assessments) and
2 other Charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of
3 its powers and duties.

4 **4.2.2** To buy, own, operate, lease, sell, license, and trade both real and personal
5 property and to grant easements and licenses as to same as may be necessary or convenient in the
6 administration of the Association and the operation of the Condominium.

7 **4.2.3** To maintain, repair, replace, reconstruct, add to, improve, and operate the
8 Condominium Property and other property acquired or leased by the Association.

9 **4.2.4** To purchase insurance upon the Condominium Property and insurance for
10 the protection of the Association, its Officers, Directors, Committee members, and Members as
11 Unit Owners.

12 **4.2.5** To make and amend Rules and Regulations concerning the transfer, use,
13 appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common
14 Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the
15 operation of the Association, subject to any limitations contained in the Declaration.

16 **4.2.6** To approve or disapprove the leasing, transfer, mortgaging, ownership, and
17 possession of Units as may be provided by the Declaration.

18 **4.2.7** To enforce by legal means the provisions of the Act, other applicable laws,
19 the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the
20 Association.

21 **4.2.8** To contract for the management of the Condominium and any facilities used
22 by the Unit Owners, and to delegate to the party with whom such contract has been entered into
23 all of the powers and duties of the Association except those which require specific, non-delegable
24 approval of the Board or the membership of the Association.

25 **4.2.9** To employ personnel to perform the services required for proper operation
26 of the Condominium.

27 **4.2.10** To make contracts and incur liabilities, borrow money at such rates of
28 interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any
29 of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments,
30 Special Assessments, income or rights.

31 **4.3** **Condominium Property.** All funds and the titles of all properties acquired by the
32 Association and their proceeds shall be held for the benefit of the Members in accordance with the
33 provisions of the Act, the Declaration, these Articles and the Bylaws.

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

Page 2 of 6

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1 **4.4 Distribution of Income.** The Association shall make no distribution of income to
2 its Members, Directors or Officers. This provision shall not apply to the distribution of insurance
3 proceeds as provided in the Declaration, nor the distribution of proceeds affiliated with termination
4 or condemnation, as provided in the Declaration and the Act, nor reimbursement for expenses as
5 may be authorized by the Board.

6 **4.5 Limitation.** The powers of the Association are subject to and shall be exercised in
7 accordance with the provisions of the Declaration, these Articles, the Bylaws and the Act.

8 **5. MEMBERS.** The Members of the Association consist of all of the record Owners of Units
9 in the Condominium, and after termination of the Condominium shall consist of those who were
10 Members at the time of the termination and their successors and assigns. If transfer of a Unit has
11 occurred without approval of the Association, and if in contravention of the provisions of the
12 Declaration, the Association need not recognize a record Owner as the "Member," unless the
13 Association chooses to ratify or waive its objection to the transfer of title.

14 **5.1 Assignment.** The share of a Member in the funds and assets of the Association
15 cannot be assigned, hypothecated, pledged or transferred in any manner except as an appurtenance
16 to the Unit for which that share is held.

17 **5.2 Voting.** On all matters upon which the membership is entitled to vote, there is only
18 one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the
19 Bylaws. Any person or entity owning more than one (1) Unit is entitled to one (1) vote for each
20 Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the
21 Condominium Documents and/or Florida law are not entitled to cast the vote assigned to the Unit
22 for which the suspension was levied during the period of suspension and such Voting Interests
23 shall be subtracted from the required number of votes when calculating any required vote or
24 quorum for the period during which such suspension exists.

25 **5.3 Meetings.** The Bylaws shall provide for an annual meeting of Members, and may
26 make provision for regular and special meetings of Members other than the annual meeting.

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

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

33 **8. BOARD OF DIRECTORS.**

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

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1 **8.1 Number and Qualification.** The property, business and affairs of the Association
2 shall be managed by a Board consisting of the number and qualifications of Directors determined
3 by the Bylaws, but which shall consist of not less than three (3) Directors.

4 **8.2 Duties and Powers.** All of the duties and powers of the Association existing under
5 the Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended
6 from time to time) shall be exercised exclusively by or under the direction of the Board, as provided
7 in the Bylaws, subject only to approval by Members when such approval is specifically required.

8 **8.3 Election; Removal.** Directors of the Association shall be elected at the annual
9 meeting of the Members in the manner determined by the Bylaws. Directors may be removed and
10 vacancies on the Board shall be filled in the manner provided by the Bylaws.

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

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

14 **10.1 Proposal of Amendments.** An amendment may be proposed by the President of
15 the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

16 **10.2 Proposed Amendment Format.** Proposals to amend existing Articles of
17 Incorporation shall contain the full text of the Article to be amended. New words shall be
18 underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive
19 that this procedure would hinder rather than assist understanding, a notation must be inserted
20 immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF
21 ARTICLE. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

22 **10.3 Notice.** Written notice setting forth the proposed amendment or a summary of the
23 changes shall be included in the notice of any meeting at which a proposed amendment is to be
24 considered or in connection with documentation for action without a meeting.

25 **10.4 Adoption of Amendments.** A resolution for the adoption of a proposed
26 amendment may be adopted by a vote of at least sixty percent (60%) of the Voting Interests of the
27 Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum
28 has been attained, or by the written agreement of at least sixty percent (60%) of the entire Voting
29 Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable
30 law, conflicts between the Condominium Documents, or if determined necessary and desirable by
31 the Board to comply with the requirements of the secondary mortgage market, may be executed
32 by the Officers of the Association, upon Board approval, without need for Association membership
33 vote. The Board may also adopt amendments necessary to comply with the requirements of any
34 governmental entity.

Exhibit "C" to Amended and Restated Declaration of Condominium
(Amended and Restated Articles of Incorporation)

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1 **10.5 Effective Date.** An amendment when adopted shall become effective after being
2 recorded in the Volusia County Public Records according to law and filed with the Secretary of
3 State according to law.

4 **10.6 Automatic Amendment.** These Articles shall be deemed amended, if necessary,
5 so as to make the same consistent with the provisions of the Declaration. Whenever the Act,
6 Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended
7 from time to time, are amended to impose procedural requirements less stringent than set forth in
8 these Articles, the Board may operate the Association pursuant to the less stringent requirements
9 without the need to change these Articles. The Board, without a vote of the Members, may also
10 adopt by majority vote, amendments to these Articles of Incorporation as the Board deems
11 necessary to comply with such operational changes as may be enacted by future amendments to
12 Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for
13 the operation of the Association, all as amended from time to time.

14 **10.7 Proviso.** No amendment shall change the configuration of any Unit or the share in
15 the Common Elements appurtenant to it, or increase the Owner's proportionate share of the
16 Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the
17 mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners
18 approve the amendment.

19 **11. INDEMNIFICATION.**

20 **11.1 Indemnity.** The Association shall indemnify any Officer, Director, or Committee
21 member who was or is a party or is threatened to be made a party to any threatened, pending, or
22 contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative,
23 by reason of the fact that he or she is or was a Director, Officer, or Committee member of the
24 Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments,
25 fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection
26 with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines,
27 after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she
28 did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to
29 the best interest of the Association, and, with respect to any criminal action or proceeding, that he
30 or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also
31 determines specifically that indemnification should be denied. The termination of any action, suit,
32 or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its
33 equivalent shall not, of itself, create a presumption that the person failed to act in good faith and
34 in a manner which he or she reasonably believed to be in or not opposed to the best interest of the
35 Association, and with respect to any criminal action or proceeding, had reasonable cause to believe
36 that his or her conduct was unlawful. It is the intent of the membership of the Association, by the
37 adoption of this provision, to provide the most comprehensive indemnification possible to their
38 Officers, Directors, and Committee members as permitted by Florida law. In the event of a

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1 settlement, the right to indemnification shall not apply unless the Board approves such settlement
2 as being in the best interest of the Association.

3 **11.2 Defense.** To the extent that a Director, Officer, or Committee member of the
4 Association has been successful on the merits or otherwise in defense of any action, suit, or
5 proceeding referred to in Article 11.1, or in defense of any claim, issue, or matter therein, he or
6 she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees)
7 actually and reasonably incurred by him or her in connection therewith.

8 **11.3 Advances.** Reasonable expenses incurred in defending a civil or criminal action,
9 suit, or proceeding shall be paid by the Association in advance of the final disposition of such
10 action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director,
11 Officer, or Committee member to repay such amount if it shall ultimately be determined that he or
12 she is not entitled to be indemnified by the Association as authorized by this Article 11. However,
13 if the Board, by majority vote, determines that the person seeking advancement did not act in good
14 faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of
15 the Association, and, with respect to any criminal action or proceeding, that he or she had
16 reasonable cause to believe his or her conduct was unlawful, the Association shall not be obligated
17 to pay for any expenses incurred prior to the final disposition of the subject action.

18 **11.4 Miscellaneous.** The indemnification provided by this Article 11 shall not be
19 deemed exclusive of any other rights to which those seeking indemnification may be entitled under
20 any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has
21 ceased to be a Director, Officer, or Committee member and shall inure to the benefit of the heirs
22 and personal representatives of such person.

23 **11.5 Insurance.** The Association has the power to purchase and maintain insurance on
24 behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of
25 the Association, or a Director, Officer, employee, or agent of another corporation, partnership,
26 joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred
27 by him or her in any such capacity, or arising out of his or her status as such, whether or not the
28 Association would have the duty to indemnify him or her against such liability under the provisions
29 of this Article.

Exhibit "C" to Amended and Restated Declaration of Condominium
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**ARTICLES OF AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

Pursuant to the provision of Chapter 617, Florida Statutes, the undersigned corporation adopts the following Articles of Amended and Restated Articles of Incorporation.

FIRST: The name of the corporation is The Southwind Condominium Association, Inc.

SECOND: The attached Amended and Restated Articles of Incorporation were adopted by the membership.

THIRD: The attached Amended and Restated Articles of Incorporation were adopted by the required vote of the members on the 14th day of September, 2024.

FOURTH: The number of votes cast were sufficient for approval.

THE SOUTHWIND CONDOMINIUM
ASSOCIATION, INC.

By: Debbie Valle
Debbie Valle, President
785 W. Granada Blvd., Ste 5
Ormond Beach, FL 32174

WITNESSES:
(TWO)

Sarah Davies
Signature
Sarah Davies
Printed Name

319 W. Lake Faith Dr. Maitland FL 32751
Address

Henrieth Gonzalez
Signature
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Printed Name

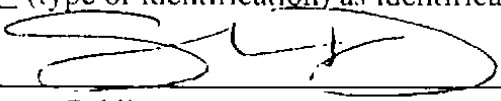
3643 Chalet at Orlando FL 32818
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[NOTARY BLOCK ON NEXT PAGE]

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STATE OF FLORIDA)
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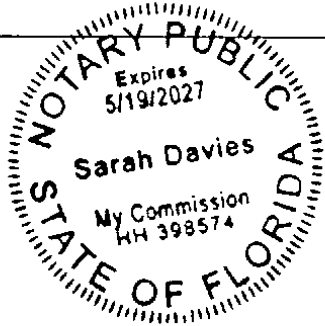
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15th day of October 2024, by Debbie Valle as President of The Southwind Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. She is ☒ personally known to me or ☐ has produced _____ (type of identification) as identification.



Notary Public
Sarah Davies

Printed Name

My commission expires: _____



**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE SOUTHWIND CONDOMINIUM ASSOCIATION, INC.**

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

These are the Amended and Restated Articles of Incorporation of The Southwind Condominium Association, Inc., originally filed with the Florida Department of State on the 2nd day of November, 1978, under Charter Number 744821. Amendments included have been added pursuant to Chapter 617, Florida Statutes).

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1. NAME. The name of the corporation is THE SOUTHWIND CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation is referred to in this instrument as the "Association," the Declaration of Condominium as "Declaration," 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 an entity pursuant to the Florida Condominium Act (the "Act") for the operation of that certain Condominium located in Volusia County, Florida, and known as The Southwind Condominium, a Condominium (the "Condominium").

3. DEFINITIONS. The terms used in these Articles have the same definitions and meaning as those set forth in the Declaration and 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 Declaration, these Articles or of the Act.

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17 **5.2 Voting.** On all matters upon which the membership is entitled to vote, there is only
18 one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the
19 Bylaws. Any person or entity owning more than one (1) Unit is entitled to one (1) vote for each
20 Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the
21 Condominium Documents and/or Florida law are not entitled to cast the vote assigned to the Unit
22 for which the suspension was levied during the period of suspension and such Voting Interests
23 shall be subtracted from the required number of votes when calculating any required vote or
24 quorum for the period during which such suspension exists.

25 **5.3 Meetings.** The Bylaws shall provide for an annual meeting of Members, and may
26 make provision for regular and special meetings of Members other than the annual meeting.

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

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

33 **8. BOARD OF DIRECTORS.**

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1 **8.1 Number and Qualification.** The property, business and affairs of the Association
2 shall be managed by a Board consisting of the number and qualifications of Directors determined
3 by the Bylaws, but which shall consist of not less than three (3) Directors.

4 **8.2 Duties and Powers.** All of the duties and powers of the Association existing under
5 the Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended
6 from time to time) shall be exercised exclusively by or under the direction of the Board, as provided
7 in the Bylaws, subject only to approval by Members when such approval is specifically required.

8 **8.3 Election; Removal.** Directors of the Association shall be elected at the annual
9 meeting of the Members in the manner determined by the Bylaws. Directors may be removed and
10 vacancies on the Board shall be filled in the manner provided by the Bylaws.

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

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

14 **10.1 Proposal of Amendments.** An amendment may be proposed by the President of
15 the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

16 **10.2 Proposed Amendment Format.** Proposals to amend existing Articles of
17 Incorporation shall contain the full text of the Article to be amended. New words shall be
18 underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive
19 that this procedure would hinder rather than assist understanding, a notation must be inserted
20 immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF
21 ARTICLE. SEE ARTICLE NUMBER ____ FOR PRESENT TEXT."

22 **10.3 Notice.** Written notice setting forth the proposed amendment or a summary of the
23 changes shall be included in the notice of any meeting at which a proposed amendment is to be
24 considered or in connection with documentation for action without a meeting.

25 **10.4 Adoption of Amendments.** A resolution for the adoption of a proposed
26 amendment may be adopted by a vote of at least sixty percent (60%) of the Voting Interests of the
27 Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum
28 has been attained, or by the written agreement of at least sixty percent (60%) of the entire Voting
29 Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable
30 law, conflicts between the Condominium Documents, or if determined necessary and desirable by
31 the Board to comply with the requirements of the secondary mortgage market, may be executed
32 by the Officers of the Association, upon Board approval, without need for Association membership
33 vote. The Board may also adopt amendments necessary to comply with the requirements of any
34 governmental entity.

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1 **10.5 Effective Date.** An amendment when adopted shall become effective after being
2 recorded in the Volusia County Public Records according to law and filed with the Secretary of
3 State according to law.

4 **10.6 Automatic Amendment.** These Articles shall be deemed amended, if necessary,
5 so as to make the same consistent with the provisions of the Declaration. Whenever the Act,
6 Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended
7 from time to time, are amended to impose procedural requirements less stringent than set forth in
8 these Articles, the Board may operate the Association pursuant to the less stringent requirements
9 without the need to change these Articles. The Board, without a vote of the Members, may also
10 adopt by majority vote, amendments to these Articles of Incorporation as the Board deems
11 necessary to comply with such operational changes as may be enacted by future amendments to
12 Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for
13 the operation of the Association, all as amended from time to time.

14 **10.7 Proviso.** No amendment shall change the configuration of any Unit or the share in
15 the Common Elements appurtenant to it, or increase the Owner's proportionate share of the
16 Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the
17 mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners
18 approve the amendment.

19 **11. INDEMNIFICATION.**

20 **11.1 Indemnity.** The Association shall indemnify any Officer, Director, or Committee
21 member who was or is a party or is threatened to be made a party to any threatened, pending, or
22 contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative,
23 by reason of the fact that he or she is or was a Director, Officer, or Committee member of the
24 Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments,
25 fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection
26 with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines,
27 after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she
28 did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to
29 the best interest of the Association, and, with respect to any criminal action or proceeding, that he
30 or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also
31 determines specifically that indemnification should be denied. The termination of any action, suit,
32 or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its
33 equivalent shall not, of itself, create a presumption that the person failed to act in good faith and
34 in a manner which he or she reasonably believed to be in or not opposed to the best interest of the
35 Association, and with respect to any criminal action or proceeding, had reasonable cause to believe
36 that his or her conduct was unlawful. It is the intent of the membership of the Association, by the
37 adoption of this provision, to provide the most comprehensive indemnification possible to their
38 Officers, Directors, and Committee members as permitted by Florida law. In the event of a

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1 settlement, the right to indemnification shall not apply unless the Board approves such settlement
2 as being in the best interest of the Association.

3 **11.2 Defense.** To the extent that a Director, Officer, or Committee member of the
4 Association has been successful on the merits or otherwise in defense of any action, suit, or
5 proceeding referred to in Article 11.1, or in defense of any claim, issue, or matter therein, he or
6 she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees)
7 actually and reasonably incurred by him or her in connection therewith.

8 **11.3 Advances.** Reasonable expenses incurred in defending a civil or criminal action,
9 suit, or proceeding shall be paid by the Association in advance of the final disposition of such
10 action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director,
11 Officer, or Committee member to repay such amount if it shall ultimately be determined that he or
12 she is not entitled to be indemnified by the Association as authorized by this Article 11. However,
13 if the Board, by majority vote, determines that the person seeking advancement did not act in good
14 faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of
15 the Association, and, with respect to any criminal action or proceeding, that he or she had
16 reasonable cause to believe his or her conduct was unlawful, the Association shall not be obligated
17 to pay for any expenses incurred prior to the final disposition of the subject action.

18 **11.4 Miscellaneous.** The indemnification provided by this Article 11 shall not be
19 deemed exclusive of any other rights to which those seeking indemnification may be entitled under
20 any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has
21 ceased to be a Director, Officer, or Committee member and shall inure to the benefit of the heirs
22 and personal representatives of such person.

23 **11.5 Insurance.** The Association has the power to purchase and maintain insurance on
24 behalf of any person who is or was a Director, Officer, Committee member, employee, or agent of
25 the Association, or a Director, Officer, employee, or agent of another corporation, partnership,
26 joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred
27 by him or her in any such capacity, or arising out of his or her status as such, whether or not the
28 Association would have the duty to indemnify him or her against such liability under the provisions
29 of this Article.

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