NO2 000001173

| (Re | questor's Name) | |
|-------------------------|--------------------|-----------|
| | | |
| (Ad | ldress) | |
| | | |
| (Address) | | |
| | | |
| (Cit | ty/State/Zip/Phone | #) |
| | | |
| PICK-UP | MAIT | MAIL |
| | | |
| (Bu | isiness Entity Nam | ne) |
| · | · | , |
| (Do | cument Number) | |
| ` | , | |
| Certified Copies | Certificates | of Status |
| | | <u></u> |
| | | |
| Special Instructions to | _ | İ |
| | | |
| | | 14/22 |
| | | 14/ |
| | c , 1 | , \ \ |
| | $((\prec)$ | |
| | | |
| <u></u> | | |

Office Use Only



800379112888

91/19 T2++0. (3+ 017 **85.00

RECENT

2022 JAN 18 PH 3: 24
SECRETARY OF STATE



Kenneth S. Direktor Shareholder Board Certified Specialist, Condominium and Planned Development Law Phone: 954.965.5050 Fax: 954.985.4176 kdirektor@beckerlawyers.com

Becker & Poliakoff 1 East Broward Blvd. Suite 1800 Ft. Lauderdale, FL 33301

January 14, 2022

CORPORATE RECORDS BUREAU DIVISION OF CORPORATIONS Department of State P.O. Box 6327 Tallahassee. FL 32301

Re: Oasis Singer Island Condominium Association, Inc. - N02000001173

Dear Sir/Madam:

Enclosed herein please find an **original** and **one copy** of Articles of Amendment to the Articles of Incorporation of Oasis Singer Island Condominium Association, Inc., as well as a self-addressed, stamped envelope and a check in the amount of \$35.00 to cover the cost of filing same and the return of a stamped copy to my attention.

Thank you for your attention to this matter.

Very truly yours,

KENNETH S. DIREKTOR

For the Firm

KSD/dts Enclosures

16158075v.1 O12890/122654

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF OASIS SINGER ISLAND CONDOMINIUM ASSOCIATION, INC.

The undersigned officers of **Oasis Singer Island Condominium Association, Inc.** do hereby certify that the following amendments to the Articles of Incorporation of said corporation is a true and correct copy as amended, pursuant to Article 12 thereof, by the membership at a duly called and noticed meeting of the members held November 2, 2021. The amendments were adopted by the members and the number of votes cast for the amendments was sufficient for approval.

AMENDMENTS TO THE
ARTICLE OF INCORPORATION OF
OASIS SINGER ISLAND CONDOMINIUM ASSOCIATION, INC.

(Additions shown by "underlining", deletions shown by "strikeout")

022 JAN 18 PM 3: 2 ECRETARY OF STAT TALLAMASSEE.FL

ARTICLE 8 OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

| President: | |
|-----------------------|---|
| Vice-President: 33404 | Betty Assef 5250 North Ocean Drive, #8N, Singer Island, Florida |
| Secretary: | — Conard Damon 4420 Beason- Circle, Suite-100, West Palm Beach, Florida-33407 |
| | Richard Dubois |

ARTICLE 9 OFFICERSDIRECTORS

9.1 <u>Number and Qualification.</u> The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws_, but-which-shall consist-of not less than three (3) directors. Directors—need not be-members of the Association prior to turnover by the Developer. Thereafter, All Directors Shall be an Owner of a Unit_ or—authorized representatives of an entity which owns a Unit in the Condominium.

| 9.4— <u>First Directors.</u> The names-and addresses of the members of the first Board of Directors who-shall-hold-office until their successors are elected and have taken office, as provided in the By-Laws, are as follows: |
|---|
| Richard Dubois: 3920 North Ocean Drive, Singer Island, Florida 33404 |
| Betty-Assef: 3920 North Ocean Drive, Singer Island, Florida 33404 |
| Conrad Damon: 4420 Beacon Circle, Suite 100, West-Palm-Beach, Florida 33407 |
| 9.5 <u>Developer-and-Non-Developer-Elected Directors.</u> When Unit Owners other than the Developer own-fifteen percent (15%) or more of the Units of the Condominium, the Unit Owners other than Developer shall be entitled to elect no less than one-third-(VS) of the members of the Board of Directors. Unit-Owners other than Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Corporation upon the earlier of: |
| (a) Three (3) years after fifty percent (50%) of the Units that will ultimately be members of the Association have been convoyed to Buyers; |
| (b) Three (3) months after ninety-percent (90%) of the Units that will ultimately be members of the Association have been conveyed to Buyers; |
| (c) When all the Units that will-be members of the Association have been completed, some of them have been conveyed to Buyers, and none of the others are being offered for sale by Developer in the ordinary course of business; |
| (d) When some of the Units have been conveyed to Buyers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; |
| —————————————————————————————————————— |
| Notwithstanding the foregoing, so long as Developer owns more than eighty five percent (85%)-of the Units-in the Condominium which will be operated ultimately by the Corporation, Developer shall be entitled to designate and appoint all members of the Board of Directors. At such time as Unit-Owners other than Developer own fifteen percent (15%) or more of the Units in the Condominium that will ultimately be operated by the Association, they shall be entitled to elect one third (vs) of the members of the Board of Directors. Developer shall be entitled to designate and appoint all Directors whom the other Unit Owners shall not be entitled to elect Directors appointed by Developer shall not be required to be Owners or residents of Units in the Condominium. Any successor of Developer stated in this paragraph. |
| Developer is entitled to elect at least one member of the Board of Directors as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the total Units in the Condominium. Following the time that Developer relinquishes control of the Association, Developer may exercise the right to vote any Units ewned by Developer in the same manner as any other Unit Owner except for purposes of reasquiring control of the Association or selecting the majority members of the Board of Directors. |

ARTICLE 10 INDEMNIFICATION

10.1 — Indemnity. The Association shall indemnify any person who was or is a party er-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 is or-was a director, employee, officer, committee member or agent of the Association (each, an "Indemnitee"), against expenses, Judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suitor proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnitee, that he did not act in good faith or in a manner he reasonably believed to be-not in,-or-opposed to, the best-interest-of-the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct-was unlawful; and (b) such court-further specifically determines 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 or did act in a manner which he reasonably believed to be not in or opposed to the best interest of the Association, and, with-respect-to-any criminal action-or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10:3 <u>Advances.</u> 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 Indemnitee to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 10.

——10.5 — <u>Insurance.</u> The Association, shall have the power to purchase and maintain insurance on behalf-of any Indemnitee (current or prior) or is or was serving, at the request of the Association, as a director, officer, employee, committee member or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

—— 10.6 <u>Amendment.</u> Anything to the contrary herein notwithstanding, the provisions of this Article may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

10.1 Indemnity. To the fullest extent permitted by Florida law:

- A. The Association shall indemnify any person who is or was a party to any proceeding by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Association against liability incurred in connection with such proceeding.
- B. The Association shall indemnify any person who is a party to any proceeding brought by or in the right of the corporation, by reason of the fact that he or she is or was a Director, officer, committee member or employee of the Association against liability incurred in connection with such proceeding.
- C. The foregoing indemnity shall include, without limitation, costs and attorney's fees incurred and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the actual and reasonable expenses incurred in connection with the defense or settlement of such proceeding, including appeal thereof.
- 10.2 Limitations. The foregoing indemnity obligations shall be subject to such limitations and restrictions as are now or hereafter set forth in the applicable Statutes.
- 10.3 Inclusions. The indemnification provided for herein shall include any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, whether formal or informal, any appeal in any such action, suit or proceeding, and any inquiry or investigation that might lead to such an action, suit or proceeding.
- 10.4 Recovery of Expenses. Expenses incurred by any person entitled to indemnification hereby shall be paid in advance of the final disposition of the proceeding upon receipt of any undertaking acceptable to the Association, by on or behalf of such person to repay such amount if he or she is ultimately found not to be entitled to indemnification pursuant to law.
- 10.5. Non-exclusive. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and, to the extent permitted by law, the Association may make any other or further indemnification or advancement of expenses if approved by a majority of the disinterested Directors or vote of the Members, or as permitted under any By-Law or agreement, to the extent permitted by law.
- 10.6. Application for Indemnity. Nothing herein is intended to restrict a party's authority, as provided by law, to apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction.

ARTICLE 11 BY-LAWS

The first By-Laws of the Association-shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws-and the Declaration.

ARTICLE 12 11 AMENDMENTS

| 12.2 <u>11.2</u> |
|---|
| 12.3 <u>11.3</u> |
| —— 12.4 <u>Developer Amendments</u> . To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone. |
| 12.5 <u>11.4</u> |
| WITNESS my signature hereto this day of November_, 2021, at Singel Island, Palm Beach County, Florida. |
| OASIS SINGER ISLAND CONDOMINIUM ASSOCIATION, INC. |
| By: Willia Wolle Debra Moore, President |
| (PRINT/NAME) Attest Thomas Eichner, Secretary (PRINT NAME) |
| STATE OF FLORIDA : COUNTY OF PALM BEACH : |
| The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19 day of |
| Notary Public, State of Florida at Large |
| Notary Public State of Florida |