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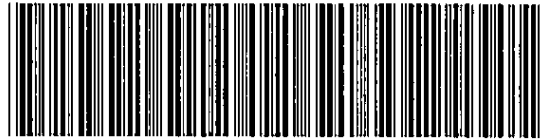
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S. YOUNG

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

18 JAN 24 PM 4:29

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FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 10, 2018

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

SUBJECT: RIVERSIDE AT TIDEWATER PRESERVE CONDOMINIUM
ASSOCIATION, INC.
Ref. Number: N14000010720

We have received your document for RIVERSIDE AT TIDEWATER PRESERVE CONDOMINIUM ASSOCIATION, 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):

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

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) 245-6050.

Shelia H Young
Regulatory Specialist II

Letter Number: 618A00000656

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TALLAHASSEE, FL 32399-0001

Condominium, Homeowner
and Cooperative Associations

Kevin T. Wells, Esq.
Paul E. Olah, Jr., Esq.



Civil Litigation
Construction Litigation

Michael W. Cochran, Esq.
Jackson C. Kracht, Esq.
Joseph A. Gugino, Esq.
Brett M. Sarason, Esq.

January 4, 2018

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

Re: Certificate of Amendment
Riverside at Tidewater Preserve Condominium Association, Inc.

Dear Sir or Madam:

Please file the enclosed original Amendments to the Articles of Incorporation for the above-referenced corporation. Also enclosed is a check from the Association in the amount of \$43.75 for the filing fee and certified copy 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, P.A.

Kevin T. Wells, Esq.

KTW/elp
Enclosures

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)
(941) 366-9292 (Facsimile)

**AMENDMENTS TO
ARTICLES OF INCORPORATION**

RIVERSIDE AT TIDEWATER PRESERVE CONDOMINIUM ASSOCIATION, INC.
A Florida Not For Profit Corporation

We hereby certify that the attached amendments to the Articles of Incorporation of RIVERSIDE AT TIDEWATER PRESERVE CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida corporation not-for-profit corporation, were approved by a majority of the total voting interests of the Association as required by Article X of the Articles of Incorporation (after resolution of the Board of Directors) at the Annual Membership Meeting of the Association held on November 9, 2017. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and by Florida law.

DATED this 21 day of December, 2017.

Signed, sealed and delivered:
in the presence of:

**RIVERSIDE AT TIDEWATER
PRESERVE CONDOMINIUM
ASSOCIATION, INC.**

sign Maryann Burdell

print Maryann Burdell

sign Shawna Frank

print Shawna Frank

By: Gerry Heffernan
Gerry Heffernan, President

sign Maryann Burdell

print Maryann Burdell

sign Shawna Frank

print Shawna Frank

ATTEST: Larry White
Larry White, Secretary

[Corporate Seal]

FILED
18 JAN 24 PM 4:30
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21st ^{LAN} day of December, 2017, by Gerry Heffernan as President of Riverside at Tidewater Preserve Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My commission expires:



LUANN NELSON
MY COMMISSION # FF 900756
EXPIRES: November 16, 2019
Bonded Thru Budget Notary Services

NOTARY PUBLIC

sign

LuAnn Nelson

print

LuAnn Nelson

State of Florida at Large (Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21st day of December, 2017, by Larry White as Secretary of Riverside at Tidewater Preserve Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My commission expires:



LUANN NELSON
MY COMMISSION # FF 900756
EXPIRES: November 16, 2019
Bonded Thru Budget Notary Services

NOTARY PUBLIC

sign

LuAnn Nelson

print

LuAnn Nelson

State of Florida at Large (Seal)

RIVERSIDE AT TIDEWATER PRESERVE CONDOMINIUM ASSOCIATION, INC.

AMENDED AND RESTATED ARTICLES OF INCORPORATION

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AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
RIVERSIDE AT TIDEWATER PRESERVE CONDOMINIUM ASSOCIATION, INC.
A Florida Not For Profit Corporation**

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

The Members of **RIVERSIDE AT TIDEWATER PRESERVE CONDOMINIUM ASSOCIATION, INC.**, a Florida Not For Profit Corporation, adopt these Amended and Restated Articles of Incorporation (the "Articles of Incorporation"). The original Articles of Incorporation were filed with the Florida Department of State, Division of Corporations on November 20, 2014, and were assigned charter number N14000010720. The original Declaration of Condominium for **RIVERSIDE AT TIDEWATER PRESERVE, A CONDOMINIUM**, was recorded at Official Records Book 2546, Page 0598 *et seq.* of the Public Records of Manatee County, Florida.

ARTICLE 1. IDENTITY AND PRINCIPAL ADDRESS.

The name of the corporation is **RIVERSIDE AT TIDEWATER PRESERVE CONDOMINIUM ASSOCIATION, INC.** (the "Association"). The principal address of the Association is 24301 Walden Center Drive, Bonita Springs, Florida 33134. The Board of Directors may change the principal address of the Association from time to time.

ARTICLE 2. PURPOSE AND DISTRIBUTION OF INCOME.

2.1 **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended from time to time (the "Condominium Act"), for the operation of **RIVERSIDE AT TIDEWATER PRESERVE, A CONDOMINIUM** (the "Condominium"), upon land situated in Manatee County, Florida. The Association shall not be operated for profit.

2.2 **Distribution of Income.** The Association shall make no distribution of income to its Members, Directors or Officers.

ARTICLE 3. POWERS.

3.1 **Powers.**

3.1.1 **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 of Condominium, or the Condominium Act.

3.1.2 **Specific Powers.** The Association shall have all of the powers and duties set forth in the Condominium Act and Chapter 617, Florida Statutes (the "Florida Not for Profit Corporation Act"). The Association shall also have all of the powers and duties set forth in the Declaration and the Bylaws, as either may be amended from time to time; and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and the Condominium Act, including, but not limited to, the following:

- (1) To make, amend and collect Annual Assessments and Special Assessments against Units within the Condominium and Unit Owners as Members to defray the Common Expenses and losses of

the Association, and to make such other Special Assessments against Unit Owners as the Declaration shall provide, and to enforce such levy of Assessments and Special Assessments through a lien and the foreclosure.

(2) To adopt an annual budget each year and to use the proceeds of Assessments in the exercise of its powers and duties, and as provided in the Declaration.

(3) To lease, maintain, repair, alter, improve, replace, administer, and operate the Common Elements, the Association Property and any portions of a Unit for which it is responsible.

(4) To purchase insurance upon the Common Elements and Association Property and for the protection of the Association, its Directors, Officers and its Members as Unit Owners.

(5) To reconstruct improvements after casualty and to further improve the Common Elements and Association Property.

(6) To make and amend reasonable Rules and Regulations regarding the Condominium Property.

(7) To perform such functions as may be specified in the Condominium Documents and to exercise all powers specifically set forth in the Condominium Documents, the Condominium Act and all powers incidental thereto.

(8) To enforce by any and all legal means the provisions of the Condominium Act, the Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations promulgated by the Board of Directors, and to levy fines.

(9) To contract for the management, operation, administration and maintenance of the Association, the Common Elements and Association Property and to delegate to such contracting party any powers and duties of the Association, except such as are specifically required by the Condominium Act, the Declaration, the Articles of Incorporation, or the Bylaws to have the approval of the Board of Directors or the Members. The Condominium Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of Rules and execution of contracts on behalf of the Condominium Association.

(10) To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association, including, but not limited to, management of the Association.

(11) To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use benefits of the Unit Owners.

(12) To purchase, acquire or take title to Units within the Condominium for any purpose and to hold, lease, mortgage, use, or convey such Units on terms and conditions approved by the Board of Directors.

(13) To grant, modify, move, or terminate easements over, under or through the Common Elements and/or Association Property.

(14) To sue and be sued.

(15) 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.

(16) To create and disband committee(s).

(17) To further improve the Condominium Property, both real and personal, and to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing.

(18) To exercise such other power 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 herein and as permitted by the applicable laws of the State of Florida.

3.1.3 Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the Condominium Act or Sections 617.0207 and 617.0303, Florida Statutes. For purposes of this Article 3.1.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning 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:

(1) Conduct meetings of the Board of Directors and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting in the Condominium or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors' decisions may be communicated as provided herein. The Directors in attendance at such a meeting of the Board of Directors, if more than one (1) Director, shall constitute a quorum.

(2) Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.

(3) 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.

(4) Relocate the Association's principal address or designate alternative principal addresses.

(5) Enter into agreements with local counties, municipalities to assist with debris removal and other emergency assistance.

(6) 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.

(7) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Condominium unavailable for entry or occupancy by Unit Owners, tenants, guests, occupants, or invitees to protect the health, safety, or welfare of such persons.

(8) Require the evacuation of the Condominium 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 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.

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

(10) Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, baseboards, air ducts, 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.

(11) 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.

(12) 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.

(13) Without Unit Owner 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.

(14) 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 Article 3.1.3 herein shall only be liable for willful misconduct.

The special powers authorized in Article 3.1.3 herein shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Condominium Property, the Association and Association Property, the Unit Owners, tenants, guests, occupants and invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Common Elements and Association Property.

3.2 Association Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, the Articles of Incorporation and the Bylaws.

3.3 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 and the Bylaws.

ARTICLE 4. TERM. The term of existence of the Association shall be perpetual, unless sooner dissolved according to law. In the event of dissolution of the Association, no part of the Association's earnings or assets shall inure to the benefit of any of its Members.

ARTICLE 5. INCORPORATOR. The name and address of the incorporator of the Association is Nicole Marginian Swartz, 24301 Walden Center Drive, Bonita Springs, Florida 34134.

ARTICLE 6. OFFICERS. The officers of the Association shall be a President, Vice President, a Secretary and Treasurer and such other officers as the Board of Directors may from time to time determine. The Officers shall administer the affairs of the Association as directed by the Board of Directors. The Officers shall be elected by the Board of Directors at its organizational meeting following the annual meeting of the Members and shall serve at the pleasure of the Board of Directors.

ARTICLE 7. BOARD OF DIRECTORS.

7.1 Board of Directors. The affairs of the Association 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. A Director must fulfill all requirements of eligibility provided in the Bylaws, the Declaration and the Condominium Act. All of the duties and powers of the Association existing under the Condominium Act, the Declaration of Condominium, these Articles, and Bylaws shall be exercised exclusively by the Board of Directors, its officers, agents, contractors, or employees, subject only to approval of the Unit Owners when specifically required.

7.2 Election of Directors. The Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the Bylaws and the Condominium Act. A Director may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the Bylaws and the Condominium Act.

ARTICLE 8. BYLAWS. The initial Bylaws were attached as an exhibit to the original Declaration and were adopted by the first Board of Directors. The Bylaws may be amended in the manner provided in the Bylaws.

ARTICLE 9. MEMBERS.

9.1 Members. The Members of the Association shall automatically consist of and be limited to all of the record Owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by the operation of law,

shall terminate membership in the Association, and said membership is to become automatically vested in the transferee.

9.2 **Voting.** The Owner of each Condominium Unit shall be entitled to one (1) vote at Association membership meetings. The manner of exercising voting rights shall be determined by the Declaration, these Articles of Incorporation and the Association Bylaws. No vote shall be allocated to a Unit owned by the Association. The Association may suspend a Members' voting rights in the manner provided in the Condominium Act.

9.3 **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 a Unit.

ARTICLE 10. AMENDMENTS.

10.1 **Proposal.** An amendment to these Articles of Incorporation may be proposed by a majority of the Board of Directors or by written petition of not less than twenty-five (25%) of the Association's total eligible voting interests. If by written petition, the proposed amendments must be submitted to a vote of the Association not later than the next annual membership meeting.

10.2 **Adoption.** The Articles of Incorporation may be amended by the approval of not less than a majority of the total eligible voting interests in the Association (that is, 31 of the 60 voting interests).

10.3 **Automatic Amendment.** These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Bylaws. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in the Articles of Incorporation, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.4 **Limitation on Amendment.** No amendment shall make any changes in the qualifications for membership or voting rights of Members without approval in writing by all Members and the joinder of all record owners of first mortgages upon the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

10.5 **Certification.** A copy of each amendment to these Articles of Incorporation shall be filed with the Florida Department of State, Division of Corporations and shall be recorded in the Official 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 adopted.

ARTICLE 11. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

11.1 **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 reasonable attorney's fees and appellate attorney's 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, in and of itself, create a presumption that the person did not act in good faith and in a manner which 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, had reasonable cause to believe that such 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.

11.2 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 this Article 11, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney's fees and appellate attorney's fees, actually and reasonably incurred by him or her in connection therewith.

11.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may 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 subject to the understanding and agreement of such Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by Article 11 herein.

11.4 Miscellaneous. The indemnification provided by Article 11 herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any 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.

11.5 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 Article 8 herein.

11.6 Amendment. Notwithstanding anything to the contrary herein, the provisions of Article 11 herein may not be amended without the approval in writing of all persons whose interests would be adversely affected by such amendment.

ARTICLE 12. MISCELLANEOUS.

12.1 Interpretation. Unless defined herein, terms used herein 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 **Registered Office and Agent.** The registered agent and office of the Association, until otherwise determined by the Board of Directors, shall be Vivien N. Hastings, 24301 Walden Center Drive, Bonita Springs, Florida 33134. The Board of Directors is authorized to change its registered agent and office in the manner provided by Florida law.

12.3 **Florida Statutes.** Any reference to a statute or statutory provision herein, including, but not limited to, the Condominium Act, and the Florida Not For Profit Corporation Act, shall include future amendments and renumbering from time to time.

12.4 **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 Rules and Regulations of the Association, 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 a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict in any of the Condominium Documents, the documents shall control in the following order:

- (1) Declaration of Condominium;
- (2) Articles of Incorporation;
- (3) Bylaws; and
- (4) Rules and Regulations.

12.5 **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.

12.6 **Severability.** In the event that any provisions of these Articles of Incorporation are deemed invalid, the remaining provisions shall be deemed in full force and effect.

12.7 **Definitions and Interpretation.** All terms used in these Articles of Incorporation have the same meaning, to the extent applicable, as set forth in the Declaration and the Condominium Act. If a term is not defined herein or in the Declaration or Condominium Act or is deemed ambiguous, the Board of Directors 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 Condominium or refer to a common dictionary when defining a term. The Board of Directors' definition shall be binding on all parties unless wholly unreasonable and arbitrary.

12.8 **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.