

N22123

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____

Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900325584719

03/07/19--01012--019 ++\$5.00

MAR 16 2019
S. YOUNG

STATE OF FLORIDA
TALLAHASSEE, FLORIDA

19 MAR -7 PM 4:45

FILED

Lilliana M. Farinas-Sabogal, Esq.
Shareholder
Phone: (305) 351-1077 Fax: (305) 442-2232
lfarinas@bplegal.com

Becker

Becker & Poliakoff
121 Alhambra Plaza
10th Floor
Coral Gables, Florida 33134

March 4, 2019

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

Re: Articles of Amendment to the Articles of Incorporation – Truman Annex Master Property Owners Association, Inc.

Dear Sir/Madam:

Enclosed herein please find the Articles of Amendment to the Articles of Incorporation for Truman Annex Master Property Owners Association, Inc., as well as a check in the amount of \$35.00 to cover the cost of filing.

Thank you for your attention to this matter.

Sincerely,

Lilliana M. Farinas-Sabogal
For the Firm

LME/s

Enclosures (as stated)

ACTIVE T15570/252384:12052057_1

FILED
19 MAR -7 PM 4:46
HALL COUNTY, FLORIDA

This instrument was prepared by:
Lilliana M. Farinas-Sabogal, Esquire
BECKER & POLIAKOFF, P.A.
121 Alhambra Plaza, 10th Floor
Coral Gables, Florida 33134

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
TRUMAN ANNEX MASTER PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, the Certificate of Incorporation of Truman Annex Master Property Owners Association, Inc. (hereinafter the "Association") was issued by the Secretary of State of Florida on the 10th day of August, 1987; and

WHEREAS, at a duly called and convened Meeting of the Board of Directors of the Association held on January 28, 2019, the Amended and Restated Articles of Incorporation as set out in Exhibit "A" hereto were adopted by a vote in excess of that required by the pertinent provisions of said Articles; and

NOW, THEREFORE, the undersigned hereby certifies that the Amended and Restated Articles of Incorporation as set forth in Exhibit "A" attached hereto and incorporated herein are a true and correct copy of the Amended and Restated Articles of Incorporation as approved by the Board of Directors of the Association as set forth above.

WITNESS my signature hereto this 11th day of FEBRUARY, 2019 at Monroe County, Florida.

TRUMAN ANNEX MASTER PROPERTY
OWNERS' ASSOCIATION, INC.

BY: Harold Berry
Harold Berry, President

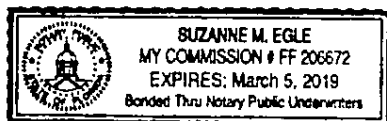
(Seal)

ATTEST: Suzanne M. Eggle

Witness [Signature]
Witness [Signature]
Witness [Signature]

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 11th day of FEBRUARY, 2019 by Harold Berry the President of Truman Annex Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. Who is personally known to me or has produced () as identification and who did/did not take an oath.



My commission expires:

Suzanne M. Eggle (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

Suzanne M. EGLE
PLEASE PRINT OR TYPE NOTARY SIGNATURE

EXHIBIT "A"
**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
THE TRUMAN ANNEX MASTER PROPERTY OWNERS' ASSOCIATION, INC.**

The undersigned subscriber, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE I
NAME

The name of the corporation shall be THE TRUMAN ANNEX MASTER PROPERTY OWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II
DEFINITIONS

Terms used herein shall have the meanings ascribed to them in the Declaration of Covenants, Restrictions and Easements for the Truman Annex referred to below, as the same may be amended from time to time, unless the context indicates otherwise.

ARTICLE III
PURPOSES

The purposes for which the Association is formed are:

(a) The specific and primary purposes are to provide for the preservation of the values, amenities and appearance of a development known as THE TRUMAN ANNEX located in Monroe County, Florida, and to own, operate and maintain the Common Properties therein for the use of all the users thereof.

(b) The general purposes and powers are:

(1) To promote the common good, health, safety and general welfare of all of the Owners within The Truman Annex ;

(2) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from the Declaration of Covenants, Restrictions and Easements (the "Declaration"), applicable to The Truman Annex, as amended and supplemented from time to time, and recorded or to be recorded in the Public Records of Monroe County, Florida (the definitions of which are incorporated herein by reference);

(3) To enforce applicable provisions of the Declaration, and the By-Laws and applicable rules and regulations of the Association; to fix, levy, collect and enforce

payment, by any lawful means, of all charges or Assessments pursuant to the terms of the Declaration; to contract for and pay all expenses in connection with the ownership, maintenance, repair, insurance and improvement of the Common Properties (as defined in the Declaration); to employ personnel reasonably necessary for the administration and control of the Common Properties and for architectural control of all of The Truman Annex, including lawyers and accountants where appropriate, and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes and special governmental assessments which are or would become a lien on any portion of the Common Properties;

(4) To have and to exercise any and all powers, rights and privileges, including the power to delegate as permitted by law, which a corporation organized under Chapters, 607, 617 and 720, Florida Statutes, as the same may be amended and/or renumbered from time to time, may now or hereafter have or exercise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and such purposes and powers in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers.

ARTICLE IV **MEMBERSHIP IN ASSOCIATION**

Each Owner of a Unit shall become a Member, of the Association upon acquiring record title to any Unit. Membership in the Association shall not be assignable, except to the successor-in-interest of an Owner, and every Membership of an Owner in the Association shall be appurtenant to and may not be separated from the Unit and such ownership shall be the sole qualification for Membership of an Owner in the Association.

ARTICLE V **VOTING AND APPOINTMENT RIGHTS**

Section 1. Owners are entitled to one vote for each Unit to which they hold-record title, as set forth in the deed or other form of conveyance, except that the Owner(s) of the Unit, commonly referred to as "Building 21", shall have two votes. Owners may cast their vote(s) in the election of Board Members as provided herein, at meetings of the Owners called to vote on matters relating to such Owners and upon which Owners have voting rights and such other matters as are specified in the Declaration, Bylaws, these Articles and Florida law.

Section 2. When more than one person holds the interest or interests required for Membership in any Unit ("Co-Owner"), all such Co-Owners shall be Members, but only one such Co-Owner may exercise the vote to which the Unit is entitled. Such Co-Owners may from time to time all designate in writing one of their number to so vote. Such vote for each Unit shall be exercised, if at all, as a unit. Where no voting Co- Owner is designated or if such designation has been revoked, such vote for such Unit shall be

exercised as the majority of the Co-Owners of the Unit mutually agree. Unless the Board receives a written objection from a Co-Owner, it shall be presumed that the appropriate voting Co-Owner is acting with the consent of his or her other Co-Owners. No such vote shall be cast for any Unit where the majority of the Co-Owners cannot agree upon said vote or other action. The non-voting Co-Owner or Co-Owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly-owned Unit and shall be entitled to all other benefits of Ownership. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein, or in the Bylaws of the Association, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in the Declaration, any amendments thereto, any supplemental declaration, Florida law, these Articles or the Bylaws (to the extent applicable). If a Unit is owned by a corporation, the person entitled to cast such vote for the Unit shall be designated by a certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. In the absence of such certificate, any officer of the corporation may cast the vote for the Unit.

ARTICLE VI **TERM**

The Association shall have perpetual existence.

ARTICLE VII **BOARD OF DIRECTORS**

Section 1. The affairs of the Association shall be managed by a Board of Directors, as provided in the Bylaws.

Section 2. Members elected or appointed to the Board of Directors shall hold office for their respective terms, and thereafter until qualified successors are duly elected and have taken office. If a Director shall for any reason cease to be a Director, the remaining Board Members so elected will appoint a successor to fill the vacancy, for the balance of the unexpired term.

ARTICLE VIII **OFFICERS**

The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect. One person may hold more than one office, subject to the limitations set forth in the Bylaws.

The officers of the Association, in accordance with applicable provisions of the Bylaws, shall be elected by the Board of Directors annually for terms of one year and until qualified successors are duly elected and have taken office.

ARTICLE IX
AMENDMENT OF BY-LAWS

The Bylaws of the Association may be made, altered, or rescinded as stated therein.

ARTICLE X
AMENDMENT OF ARTICLES

Amendments to these Articles of Incorporation may be proposed by a member of the Board of Directors of the Association. These Articles may be amended at any regular meeting of the Board, or at any special meeting of the Board duly called and held for such purpose, on the affirmative vote of two-thirds (2/3rds) of the Directors present at a meeting at which a quorum is present.

ARTICLE XI
SUBSCRIBERS

The name and address of the subscriber to the original Articles of Incorporation is:

<u>Name</u>	<u>Address</u>
Pritam Singh	c/o Morgan & Hendrick 317 Whitehead Street Key West, FL 33040

ARTICLE XII
INDEMNIFICATION

Section 1. The Association shall indemnify any person 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, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' 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 (a) it is determined by a court of competent jurisdiction, after all available 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 (b) such court further 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 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 his or her conduct was unlawful.

Section 2. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 3. 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 through all available appeals, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent.

Section 4. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his or her official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 5. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her 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.

ARTICLE XIII **REGISTERED OFFICE**

The registered office and registered agent of this corporation shall be as determined by the Board of Directors from time to time.