

N95000002316

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

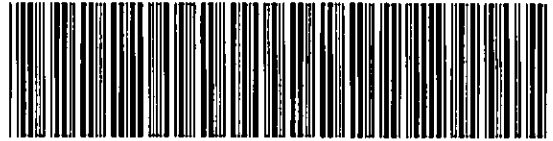
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:



Office Use Only



700390420007

07 15 22--01966--0001 **43.75

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2022 JUL -5 PM 2:09

FILED

File

Condominium, Homeowner
and Cooperative Association

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



CONDOMINIUM
AND PLANNED
DEVELOPMENT * *



CONSTRUCTION
LAW **



Civil Litigation
Construction Litigation

Jackson C. Kracht, Esq.
Michael P. Wallach, Esq.
Thomas A. Marino II, Esq.

June 30, 2022

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

Re: Certificate of Amendment
Peridia Isle Homeowners 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 my firm check 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 WELLS | OLAH | COCHRAN, P.A.

Kevin T. Wells, Esq.
kwells@kevinwellspa.com

KTW/lms
Enclosures

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

FILED
2022 JUL -5 PM 2:09
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
PERIDIA ISLE HOMEOWNERS ASSOCIATION, INC.
(Division of Corporation's Document Number: N95000002316)

Pursuant to the provisions of Section 617.1006, Florida Statutes, this Florida Not For Profit Corporation adopts the following amendment(s) to its Articles of Incorporation:

- A. If amending name, enter the new name of the corporation: N/A.
- B. Enter new principal office address, if applicable: N/A.
- C. Enter new mailing address, if applicable: N/A.
- D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address: N/A.
- E. If amending or adding additional Articles, enter change(s) here:

II. ARTICLES OF INCORPORATION

Please see the attached amendments to the Articles of Incorporation, which are incorporated herein as if fully set forth.

The date of each amendment(s) adoption: The amendments were adopted at a Special Membership Meeting held on June 7, 2022.

Effective Date if applicable: immediately upon filing with the Division of Corporations.

Adoption of Amendments: (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the Board of Directors.

DATED this 30 day of June, 2022.

PERIDIA ISLE HOMEOWNERS
ASSOCIATION, INC., a Florida not for Profit Corporation

By: Peggy Green
Peggy Green, President (Corporate Seal)

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of June, 2022, by Peggy Green as the President of **PERIDIA ISLES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation, who is personally known to me or has produced FL drivers license as identification.



NOTARY PUBLIC

Sign: Lauren M. Spang

Print: Lauren M. Spang
State of Florida at Large (Seal)
My Commission expires:

FILED
2022 JUL -5 PM 2:10
TALLAHASSEE, FLORIDA

PERIDIA ISLE HOMEOWNERS ASSOCIATION, INC.

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

TABLE OF CONTENTS

FILED
2022 JUL -5 PM 2:10
TAMPA, FLORIDA

<u>Article</u>	<u>Description</u>	<u>Page No.</u>
1.	NAME OF PRINCIPAL OFFICE AND MAILING ADDRESS	1
	1.1 Name and Address	1
	1.2 Additional Corporate Information.....	1
	1.3 Original Declaration of Covenants.....	1
	1.4 MRTA Notice to Preserve and Protect the Declaration of Covenants, Conditions, and Restrictions of Peridia Isle from Extinguishment	1
2.	DURATION OF CORPORATION	1
3.	CORPORATE PURPOSES	2
4.	CORPORATE POWERS	2
	4.1 Common Law and Statutory Powers	2
	4.2 Specific Powers.....	2
	4.3 Emergency Powers	4
5.	MEMBERS	6
	5.1 Membership	6
	5.2 Change of Membership	6
	5.3 Voting	6
	5.4 Restraint Upon Separation and Partition	6
	5.5 Membership Roster	6
6.	BOARD OF DIRECTORS	7
7.	OFFICERS	7
8.	INDEMNIFICATION	7
	8.1 Indemnity.....	7
	8.2 Expenses	7
	8.3 Advances	7
	8.4 Miscellaneous	8
	8.5 Insurance	8
9.	REGISTERED AGENT AND OFFICE	8

10.	ORIGINAL INCORPORATOR	8
11.	AMENDMENTS	8
	11.1 Proposal	8
	11.2 Adoption.....	8
	11.3 Automatic Amendment.....	8
	11.4 Limitation on Amendments.....	9
	11.5 Certificate of Amendment	9
12.	MISCELLANEOUS	9
	12.1 Interpretation.....	9
	12.2 Definitions	9
	12.3 Conflicts	9
	12.4 Gender	9
	12.5 Severability.....	9
	12.6 Headings.....	9

AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
PERIDIA ISLE HOMEOWNERS ASSOCIATION, INC.
a Florida Not-for-Profit Corporation**

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

The Members of **PERIDIA ISLE HOMEOWNERS ASSOCIATION, INC.** (herein, the "Association"), a corporation not-for-profit under the laws of the State of Florida, hereby adopt the following Amended and Restated Articles of Incorporation. These Amended and Restated Articles of Incorporation supersede and replace the previous Articles of Incorporation of the Association.

ARTICLE 1. NAME AND PRINCIPAL OFFICE AND MAILING ADDRESS

1.1 Name and Address. The name of this corporation is **PERIDIA ISLE HOMEOWNERS ASSOCIATION, INC.**, a Florida Not-for-Profit Corporation. The principal address of the Association is 9040 Town Center Parkway, Suite 200, Lakewood Ranch, Florida 34202. The Association's Board of Directors may change the Association's principal office from time to time in the manner provided by law.

1.2 Additional Corporate Information. **PERIDIA ISLE HOMEOWNERS ASSOCIATION, INC.** was originally incorporated on May 12, 1995 with the State of Florida, Secretary of State and was assigned Corporate Charter Number N95000002316.

1.3 Original Declaration of Covenants. The original Declaration of Covenants, Conditions and Restrictions for **PERIDIA ISLE** was recorded at Official Records Book 1473, Page 2432 *et seq.* of the Public Records of Manatee County, Florida on November 16, 1995 (herein, the "Declaration"). The Declaration was amended via a Certificate of Amendment which is recorded at Official Records Instrument Number 202141042787 of the Official Records of Manatee County, Florida on April 5, 2021.

1.4 MRTA Notice to Preserve and Protect the Declaration of Covenants, Conditions, and Restrictions of Peridia Isle from Extinguishment. The Association timely recorded a Notice to Preserve the Declaration Covenants from Extinguishment Under the Marketable Record Title Act at Official Records Instrument Number 202141075355 of the Public Records of Manatee County, Florida, on June 7, 2021.

ARTICLE 2. DURATION OF CORPORATION

Corporate existence commenced upon the original filing of the Articles of Incorporation with the State of Florida, Secretary of State on May 12, 1995. The Association shall exist perpetually until and unless sooner terminated in the manner provided by Florida law.

ARTICLE 3. CORPORATE PURPOSES

The Association is organized as a not for profit corporation pursuant to Chapter 617, Florida Statutes, and as a statutory homeowner's association pursuant to Chapter 720, Florida Statutes, to perform the following purposes: to hold title to, operate, administer, manage, preserve, control, insure, and maintain the common areas of **PERIDIA ISLE, A SUBDIVISION** (herein, the "Subdivision"), located in Manatee County, Florida (herein, the "Subdivision") or such portions thereof or as are dedicated to or made the responsibility of the Association in the Declaration; to enforce the Governing Documents of the Association as the Board determines as needed and appropriate; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit and homeowner's associations in order to carry out the covenants and enforce the provisions of its Governing Documents.

ARTICLE 4. CORPORATE POWERS

4.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation non-for-profit except as expressly limited or prohibited by these Articles or the Declaration. Powers of the Association shall be subject to and be exercised in accordance with the provisions of the laws of Florida, the Declaration, these Articles and the By-Laws.

4.2 Specific Powers. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

4.2.1 To take all action reasonably necessary to protect and promote the property, health, safety, and welfare of the Owners of Lots in the Subdivision.

4.2.2 To provide, maintain and repair all Common Area landscaping, lawns, trees, and shrubs; to maintain and repair all lakes and other Common Areas, structures, and improvements in the Subdivision for which the obligation to maintain and repair has been delegated to and assumed by the Association.

4.2.3 To provide utility services and other services to the Common Areas for the common good of the Owners of Lots in the Subdivision, including without limitation the stormwater management system.

4.2.4 To purchase and maintain such policies of insurance as required by Florida law, as outlined in the Declaration or as may be deemed desirable by the Association's Board of Directors.

4.2.5 To supervise and control the specifications, alterations, improvements, architecture, design, appearance, elevation, and location of all dwellings, buildings, structures, and alterations and improvements of any type, including dwelling units, walls, fences, driveways and pavements, grading, drainage, disposal systems, and all other structures and improvements constructed, placed or permitted to remain in the Subdivision as well as any alterations, improvements, additions or changes thereof, including without limitation the landscaping surrounding the same.

4.2.6 To provide such services as may be deemed necessary or desirable by the Board of Directors and to acquire the capital improvements and equipment related thereto.

4.2.7 To purchase, acquire, replace, improve, maintain and repair such buildings, structures, and equipment related to the health, safety, and welfare of the Members of the Association, as the Board of Directors in its discretion, determines to be necessary or desirable.

4.2.8 To carry out all of the duties and obligations assigned to it as a Homeowner's Association under the terms of the Governing Documents and/or Florida law.

4.2.9 To create and disband committees as further provided in the Governing Documents of the Association as the Board may find from time to time to be reasonably necessary or useful, and may delegate such authority to such committees as may be reasonable in connection with the purpose of the Committee. Nothing contained herein shall restrict the authority of the President from appointing advisory committees not inconsistent with the committees appointed by the Board.

4.2.10 To make, amend and enforce reasonable Rules and Regulations governing the Subdivision or any portions thereof, including, without limitation, the Common Areas and Lots. Any Rules and Regulations adopted by the Board may be amended, supplemented, or rescinded by the affirmative vote of the Owners of not less than a Majority of the eligible Voting Interests present (in person or by proxy) at a membership meeting at which a quorum is obtained. Any Rules or Regulations approved by the Owners shall not thereafter be amended or rescinded except upon the same affirmative vote of the Owners as required to amend the Rules and Regulations above.

4.2.11 To make, levy and collect special assessments and regular Assessments to pay for Common Expenses in the manner provided in the Governing Documents and to use and expand the proceeds of such Assessments in the exercise of the powers and duties of the Association; and the Association may record and foreclose on claims of liens for unpaid Assessments and/or seek a monetary judgment against its Members for non-payment.

4.2.12 To administer, operate and enforce the provisions of the Governing Documents.

4.2.13 To employ personnel; to retain attorneys, engineers, architects, accountants, managers, and other independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation, and management of Common Areas; and to enter into any other agreements consistent with the purposes of the Association, including but not limited to, agreements for the professional management and to delegate, where permitted by Florida law, to such professional management certain powers and duties of the Association.

4.2.14 To purchase, lease, hold, sell, mortgage, and otherwise acquire or dispose of Lots and other real and personal property; and to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, or association.

4.2.15 To hold and invest funds solely and exclusively for the benefit of its Members.

4.2.16 To pay and/or contest taxes and all other charges or assessments, if any, levied against the property owned, leased, or used by the Association.

4.2.17 To levy fines and suspensions against Lot Owners and violators of the Governing Documents and Rules and Regulations of the Association.

4.2.18 To enter into agreements with the Master Association or other component associations within Peridia for cooperative purchasing agreements or contracting for the maintenance, repairs, insurance, and other items of shared expenses and common interest. In entering such agreements, the Board shall have the authority to apportion the expenses incurred pursuant to such agreements, so long as such apportionment is made in good faith and in a fair, equitable and reasonable manner. Expenses incurred pursuant to such agreements, whether by direct attribution or appointment, shall be a Common Expense.

4.2.19 To file and prosecute mediation, arbitration, and litigation. However, before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of \$100,000, the Association must obtain the affirmative approval of a Majority of the Voting Interests at a meeting of the membership at which a quorum has been attained. This subsection does not limit any statutory or common-law right of any individual Member or class of Members to bring any action without participation by the Association.

4.3 Emergency Powers. To the extent allowed by law, unless specifically prohibited by the Declaration or other recorded Governing Documents, and consistent with Section 617.0830, Florida Statutes, the Board of Directors, in response to damage or injury caused by or anticipated in connection with an emergency, as defined in Section 252.34(4), Florida Statutes for which a state of emergency is declared under Section 252.36, Florida Statutes in the area encompassed by the Subdivision, the Association may exercise the following powers:

4.3.1 Conduct Board meetings, committee meetings, elections, or membership meetings, in whole or in part, by telephone, real-time videoconferencing, or similar real-time electronic or video communication after notice of the meetings and Board decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, electronic transmission, public service announcements, conspicuous posting on the Common Areas, or any other means the Board deems appropriate under the circumstances. Notice of decisions may also be communicated as provided in this paragraph.

4.3.2 Cancel and reschedule an Association meeting.

4.3.3 Designate assistant officers who are not directors. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the state of emergency as the executive officer he or she assists.

4.3.4 Relocate the Association's principal office or designate an alternative principal office.

4.3.5 Enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.

4.3.6 Implement a disaster or an emergency plan before, during, or following the event for which a state of emergency is declared, which may include, but is not limited to, turning on or shutting off elevators; electricity; water, sewer, or security systems; or air conditioners for Association buildings.

4.3.7 Based upon the advice of emergency management officials or public health officials, or upon the advice of licensed professionals retained by or otherwise available to the Board, determine any portion of the Common Areas or facilities unavailable for entry or occupancy by Lot Owners or their family members, tenants, guests, agents, or invitees to protect their health, safety, or welfare.

4.3.8 Based upon the advice of emergency management officials or public health officials or upon the advice of licensed professionals retained by or otherwise available to the Board, determine whether the Common Areas or facilities can be safely inhabited, accessed, or occupied. However, such determination is not conclusive as to any determination of habitability under the Declaration.

4.3.9 Mitigate further damage, injury, or contagion, including taking action to contract for the removal of debris and to prevent or mitigate the spread of fungus, including mold or mildew, by removing and disposing of wet drywall, insulation, carpet, cabinetry, or other fixtures on or within the Common Areas or facilities or sanitizing the Common Areas or facilities.

4.3.10 Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the Declaration or other recorded Governing Documents, levy special assessments without a vote of the Lot Owners.

4.3.11 Without Lot Owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions contained in the Declaration or other recorded Governing Documents.

4.3.12 The authority granted under Section 4.3 is limited to that time reasonably necessary to protect the health, safety, and welfare of the Association and the Lot Owners and their family members, tenants, guests, agents, or invitees, and to mitigate further damage, injury, or contagion and make emergency repairs.

4.3.13 Notwithstanding Subsections 4.3.6—4.3.9, during a state of emergency declared by executive order or proclamation of the Governor under Section 252.36, Florida Statutes, the Association may not prohibit Lot Owners, tenants, guests, agents, or invitees of a Lot Owner from accessing the Common Areas and facilities for ingress to and egress from the Lot when access is necessary in connection with: (a) The sale, lease, or other transfer of title of a Lot, or (b) the habitability of the Lot or for the health and safety of such person unless a governmental order or determination, or a public health directive from the Centers

for Disease Control and Prevention, has been issued prohibiting such access to the Lot. Any such access is subject to reasonable restrictions adopted by the Association's Board of Directors.

ARTICLE 5. MEMBERS

5.1 Membership. The members of the Association are Owners of record of Lots within the Subdivision. Membership is appurtenant to the ownership of a Subdivision Lot and terminates upon termination of an Owner's interest in a Lot.

5.2 Change of Membership. Change of membership in the Association shall be established by the transfer of an ownership interest in a Lot in the Subdivision, whether by execution and delivery of a deed or other instrument or the occurrence or non-occurrence of an event that gives rise to such change in ownership. Upon the happening of such event, the owners established by such circumstance shall thereupon become a Member of the Association and the membership of the prior Owner whose qualifying interest in such Lot has ended shall terminate. The Board may establish reasonable Rules and Regulations for the provision to it of appropriate notice and evidence of such change of ownership, including but not necessarily limited to, delivery to the Association of a copy of instrument evidencing such change. Until appropriate evidence of a change of ownership as may be reasonably required by the Association is furnished to it, the Association may rely upon its official record or roster of Members.

5.3 Voting. Subject to the restrictions and limitations outlined in the Governing Documents and Florida law, each Member is entitled to one (1) vote in respect to all matters subject to being voted upon by the Members of the Association for each Lot owned. Each Member shall cast his or her vote in the manner provided in the Bylaws and Florida law. Voting rights may be suspended in the manner provided in the Bylaws.

5.4 Restraint Upon Separation and Partition. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot which is the basis of his membership in the Association. Membership is appurtenant to, runs with, and shall not be separated from, the Lot upon which said membership is based.

5.5 Membership Roster. The Secretary of the Association or designee shall maintain a current list of the Members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to inform the Association Secretary or designee in writing, giving the Member's name, address, and Lot number; provided, however, that any notice given to or vote accepted from the prior Owner of such Lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records of Manatee County or make other inquiry to determine the status and correctness of the list of Members of the Association maintained by the Secretary and shall be entitled to rely upon the Association's official records until notified in writing of any change in ownership of the Lot.

ARTICLE 6. BOARD OF DIRECTORS

The operation and affairs of the Association shall be managed by a Board of Directors consisting of an odd number of directors determined from time to time in accordance with the Bylaws. In no event shall the Board of Directors consist of fewer than three (3) members. The method of election of the Directors of the Association is set forth in the Bylaws.

ARTICLE 7. OFFICERS

The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. All officers and assistant officers serve at the pleasure of the Board and may be removed by the Board with or without cause. All officers and assistant officers shall perform such duties and responsibilities as provided in the Bylaws and by the Board.

ARTICLE 8. INDEMNIFICATION

8.1 Indemnity. 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 proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer or committee member of the Association, against expenses (including trial 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 proceedings, unless: (A) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith, nor 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 specifically determines that indemnification should be denied. The termination of any action, suit or proceedings 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, for any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the Members, by the adoption of this provision, to provide the most comprehensive indemnification possible to the Association's officers, directors, and committee members as permitted by Florida law.

8.2 Expenses. 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 Article 7.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including trial and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

8.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceedings upon receipt of any undertaking by or on behalf of the affected director, officer, or committee member to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the

Association as authorized herein or as otherwise permitted by law.

8.4 **Miscellaneous.** The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person. Anything to the contrary notwithstanding, the provisions of this Article 8 may not be amended without the written approval of all persons whose interests would be adversely affected by such amendment.

8.5 **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member 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 9. REGISTERED AGENT AND OFFICE

The registered office of the Association shall be located at 9040 Town Center Parkway, Suite 200, Lakewood Ranch, Florida 34202. The Registered Agent of the Association at that address shall be Gulf Coast Community Management.

ARTICLE 10. ORIGINAL INCORPORATOR

The name and address of the incorporator is Land Resource Capital Associates, a Florida general partnership, 3711 Cortez Road West, Bradenton, FL 34210.

ARTICLE 11. AMENDMENTS

These Articles of Incorporation may be amended in the following manner:

11.1 **Proposal.** The Board of Directors or twenty percent (20%) of the total Voting Interests of the Association may propose an amendment to these Articles of Incorporation.

11.2 **Adoption.** The Articles of Incorporation may be amended by the affirmative vote of a simple Majority (that is, more than half) of the eligible Voting Interests present (in person or by proxy) at a membership meeting at which a quorum is obtained. In the alternative, the Articles of Incorporation may be amended by a simple Majority of the eligible Voting Interests via written consent without a membership meeting.

11.3 **Automatic Amendment.** Whenever Chapters 607, 617 or 720, Florida Statutes, or other applicable Florida or Federal laws or administrative regulations are determined by the Board to be inconsistent with the Articles of Incorporation, the Board of Directors, without a vote of the Members, may, but shall not be under a duty or obligation to, adopt by Majority vote of the Board, amendments to these Articles of Incorporation to make them consistent.

36
37 **11.4 Limitation on Amendments.** Under Section 720.306(1)(c), Florida Statutes, an
38 amendment may not materially and adversely alter the proportionate voting interest appurtenant to a Lot or
39 increase the proportion or percentage by which a Lot shares in the Common Expense of the Association
40 unless the record Lot Owner and all record owners of liens on the Lots join in the execution of the amendment.
41 A change in the quorum requirements is not an alteration of voting interests. The merger or consolidation of
42 one or more associations under a plan of merger or consolidation pursuant to Chapter 617, Florida Statutes
43 is not a material or adverse alteration of the proportionate voting interest appurtenant to a Lot.
44

45 **11.5 Certificate of Amendment.** The Association shall file a copy of each amendment to these
46 Articles of Incorporation with the Florida Secretary of State. The Association shall also record a copy of each
47 amendment in the Public Records of Manatee County, Florida along with a Certificate of Amendment
48 executed by the appropriate officers of the Association with the formalities of a deed. An amendment
49 becomes legally effective when filed and recorded as provided herein.
50

51 **ARTICLE 12. MISCELLANEOUS**

52

53 **12.1 Interpretation.** Unless defined herein, terms used herein shall have the same meaning as
54 provided in the Declaration. The Board of Directors is responsible for interpreting the provisions of the
55 Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors'
56 interpretation shall be binding upon all parties unless wholly unreasonable and arbitrary. A written opinion
57 rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable
58 and arbitrary shall conclusively establish the validity of such interpretation.
59

60 **12.2 Definitions.** If a term is not defined herein or in the Declaration or is deemed ambiguous,
61 the Board of Directors shall be responsible for defining the term in its reasonable discretion. The Board of
62 Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in
63 the community, or refer to a common dictionary when defining a term. The Board of Directors' definition shall
64 be binding on all parties unless wholly unreasonable and arbitrary. A written opinion rendered by legal
65 counsel that a definition adopted by the Board of Directors is not wholly unreasonable and arbitrary shall
66 conclusively establish the validity of such definition.

67 **12.3 Conflicts.** The term "Governing Documents," as used in these Articles of Incorporation and
68 elsewhere shall include the Declaration, Articles of Incorporation, and the Bylaws, the Plats, Surveys, Plot
69 Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration.
70 In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the
71 graphic description of record shall control. In the event of a conflict in any of the Governing Documents, the
72 documents shall control in the following order: Declaration, Articles of Incorporation, and Bylaws.
73

74 **12.4 Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar
75 pronouns should be construed to include all genders and encompass the plural as well as the singular.
76

77 **12.5 Severability.** In the event that any provisions of these Articles of Incorporation are deemed
78 invalid, the remaining provisions shall be deemed in full force and effect.
79

80 **12.6 Headings.** The headings of paragraphs or sections herein are for convenience purposes

81 only, and shall not be used to alter or interpret the provisions therein.
82

83 **BY SIGNING BELOW**, the undersigned officers hereby affirm that the Amended and Restated
84 Articles of Incorporation of **PERIDIA ISLE HOMEOWNERS ASSOCIATION, INC.** were properly proposed at
85 the April 27, 2022 meeting of the Board of Directors and approved by a simple Majority of the
86 eligible Voting Interests of the Association present (in person or by proxy) at the June 7, 2022 meeting of
87 the members at which a quorum was obtained pursuant to Article XI. of the Articles of Incorporation of the
88 Association.
89

90 **PERIDIA ISLE HOMEOWNERS ASSOCIATION, INC.**
91 a Florida Not-for-Profit Corporation

92
93 (CORPORATE SEAL)

94 By: Peggy Green
95 President

96 Attest: Maria Hannich
97 Secretary
98