

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: COBBLESTONE WALK AT KALEY CONDO ASSOCIATION, INC
Name of Corporation

N17000004635

DOCUMENT NUMBER:

The enclosed Statement of Change of Registered Office/Agent and fee are submitted for filing.
Please return all correspondence concerning this matter to the following:

MARIE JENNE

Name of Contact Person

CWAK CONDO ASSOCIATION, INC

Firm/Company

2233 E KALEY AVE UNIT 8

Address

ORLANDO, FL 32806

City/State and Zip Code

megarafola@gmail.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

CHRIS HARRISON

407

435-6446

Name of Contact Person

at ()

Area Code & Daytime Telephone Number

Enclosed is a \$35.00 check made payable to the Department of State.

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

COBBLESTONE WALK AT KALEY CONDOMINIUM ASSOCIATION, INC

(Name of Corporation as currently filed with the Florida Dept. of State)

COBBLESTONE WALK AT KALEY CONDOMINIUM ASSOCIATION, INC

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

_____ *The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

B. Enter new principal office address, if applicable:
*(Principal office address **MUST BE A STREET ADDRESS**)*

C. Enter new mailing address, if applicable:
*(Mailing address **MAY BE A POST OFFICE BOX**)*

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:

Name of New Registered Agent _____

(Florida street address)

New Registered Office Address: _____, Florida _____
(City) (Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

FILED
APR 30 11:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

Change PT John Doe

Remove V Mike Jones

Add SV Sally Smith

| <u>Type of Action</u> (Check One) | <u>Title</u> | <u>Name</u> | <u>Address</u> |
|--------------------------------------|--------------|-------------|----------------|
| 1) <input type="checkbox"/> Change | _____ | _____ | _____ |
| <input type="checkbox"/> Add | | | _____ |
| <input type="checkbox"/> Remove | | | _____ |
| 2) <input type="checkbox"/> Change | _____ | _____ | _____ |
| <input type="checkbox"/> Add | | | _____ |
| <input type="checkbox"/> Remove | | | _____ |
| 3) <input type="checkbox"/> Change | _____ | _____ | _____ |
| <input type="checkbox"/> Add | | | _____ |
| <input type="checkbox"/> Remove | | | _____ |
| 4) <input type="checkbox"/> Change | _____ | _____ | _____ |
| <input type="checkbox"/> Add | | | _____ |
| <input type="checkbox"/> Remove | | | _____ |
| 5) <input type="checkbox"/> Change | _____ | _____ | _____ |
| <input type="checkbox"/> Add | | | _____ |
| <input type="checkbox"/> Remove | | | _____ |
| 6) <input type="checkbox"/> Change | _____ | _____ | _____ |
| <input type="checkbox"/> Add | | | _____ |
| <input type="checkbox"/> Remove | | | _____ |

E. If amending or adding additional Articles, enter change(s) here:

(Attach additional sheets, if necessary). (Be specific)

Amended Articles of Incorporation. Updated principals and contact information for physical, mailing, registered agent and principals. Attached.

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:

(if not applicable, indicate N/A)

The date of each amendment(s) adoption: 4/17/2018, if other than the date this document was signed.

Effective date if applicable: 4/14/2018
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):
"The number of votes cast for the amendment(s) was/were sufficient for approval
by _____"
(voting group)
- The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 4/17/18

Signature _____

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Marie Jenne

(Typed or printed name of person signing)

President

Marie Jenne
(Title of person signing)

AMENDED ARTICLES OF INCORPORATION

of

COBBLESTONE WALK AT KALEY CONDOMINIUM ASSOCIATION, INC.

The Articles of Incorporation previously filed with the State of Florida on or about April 17, 2018 are hereby amended as follows:

ARTICLE I. **NAME AND PRINCIPAL OFFICE OF CORPORATION**

The name of this corporation is and shall be COBBLESTONE WALK AT KALEY CONDOMINIUM ASSOCIATION, INC. (the "**Association**"). The corporation's principal office and mailing address shall be located at 2233 E Kaley Ave, Unit 8, Orlando, Florida 32806 or at such other place as may be designated by the Board of Directors in accordance with the Bylaws.

ARTICLE II. **GENERAL NATURE OF BUSINESS**

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium known as COBBLESTONE WALK AT KALEY, A CONDOMINIUM (the "**Condominium**"), located in Orange County, Florida, and to perform all acts provided in the Amended Declaration of Condominium of said Condominium (the "**Amended Declaration**") and the Condominium Act (all capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Amended Declaration).

ARTICLE III. **POWERS AND DUTIES**

A. General. The Association shall have all of the statutory powers of a corporation not-for-profit, all of the powers and duties of an association set forth in the Condominium Act, and all of the powers and duties of the Association set forth in the Amended Declaration, these Amended Articles of Incorporation and the Amended Bylaws. In the event of conflict among the powers and duties of the Association or the terms and provisions of the Amended Declaration, exhibits attached thereto or otherwise, the Amended Declaration shall take precedence over the Amended Articles of Incorporation, Amended Bylaws and applicable rules and regulations; the Amended Articles of Incorporation shall take precedence over the Amended Bylaws and applicable rules and regulations; and the Amended Bylaws shall take precedence over applicable rules and regulations, all as amended from time to time. Except for

those rights, privileges and powers reserved to the Developer as provided in the Amended Declaration, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Condominium Act.

B. Surface Water or Stormwater Management System. The Association shall operate, maintain and manage the Surface Water or Stormwater Management System(s) in a manner consistent with any requirements and applicable Water Management District rules, and shall assist in the enforcement of the Amended Declaration which relate to the Surface Water or Stormwater Management System. The Association shall levy and collect adequate Assessments against members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management System.

ARTICLE IV. **MEMBERS**

All persons owning a vested present interest in the fee title to any of the Units of the Condominium as evidenced by a duly recorded proper instrument in the Public Records of Orange County, Florida, shall be "Members" of the Association. Membership shall terminate automatically and immediately as a Member's vested interest in the fee title in a Unit terminates, except that upon termination of the entire Condominium, the membership shall consist of those who were Members at the time of the vote to terminate the Condominium as provided in said Amended Declaration. In the event a Unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise such Owner's membership rights. The share of a Member in the funds of the and assets of the Association cannot be assigned, hypothecated, pledged, encumbered or transferred in any manner except as an appurtenance to the Unit for which that share is held.

After the conveyance of a Unit, the change of membership in the Association shall be evidenced in the Association records by delivery to the secretary of the Association of a certified copy of a deed or other instrument of conveyance.

ARTICLE V. **VOTING INTEREST**

Each Unit Owner shall be entitled to one vote per Unit in all Association matters subject to a vote of the Unit Owners ("Voting Interest"). In the event of a joint ownership of a Unit, the Voting Interest to which that Unit is entitled shall be exercised by one of such joint owners by the remainder of the joint Owners filing a Voting Certificate with the secretary of the Association, as more particularly provided in the Amended Bylaws.

ARTICLE VI.
INCOME DISTRIBUTION

No part of the income of the Association shall be distributed to its Members, except as compensation for services rendered.

ARTICLE VII.
EXISTENCE

The Association shall commence existence upon the filing of these Articles and shall exist perpetually unless the Condominium is terminated as provided in the Amended Declaration or according to applicable law. In the event of termination, dissolution or final liquidation of the Association, if applicable, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System (as defined in the Amended Declaration) must be transferred to and accepted by an entity which would comply with Section 40C 42.027, Florida Administrative Code, and be approved in writing by the South Florida Water Management District, or its successor, prior to such termination, dissolution or liquidation.

ARTICLE VIII.
REGISTERED OFFICE AND REGISTERED AGENT

The registered agent of the Association is Marie Jenne whose address is 2233 E Kaley Ave. Unit 8, Orlando, Florida 32806.

ARTICLE IX.
NUMBER OF DIRECTORS

Until the first annual meeting of Members after the Turnover Date (defined below), the affairs of the Association shall be governed by a Board of three (3) directors. Beginning with the first annual meeting after the Turnover Date, the affairs of the Association shall be governed by a Board of no less than three (3) directors, nor more than seven (7) directors, as determined from time to time upon majority vote of the membership, but in no event shall there be an even number of directors. The nomination, election and appointment of Directors and the filling of vacancies shall be as provided in the Bylaws.

ARTICLE X.
FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first Board of Directors and officers, all of whom shall hold office until their successors are duly elected and qualified, are as follows:

| <u>NAME</u> | <u>OFFICE</u> | <u>ADDRESS</u> |
|-------------|---------------|---|
| Marie Jenne | President | 2233 E Kaley Ave. Unit 8, Orlando, FL 32806 |
| Kevin Dahl | Vice Pres. | 2233 E Kaley Ave. Unit 6, Orlando, FL 32806 |

ARTICLE XI.
INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. **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, 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 in connection with such action, suit or proceedings, unless (i) 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, nor in a manner he 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 had reasonable cause to believe his conduct was unlawful, and (ii) 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 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 conduct was unlawful.

B. **Expenses.** 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 **ARTICLE XI. A.** above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. **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 an undertaking by or on behalf of the affected director, officer, employee or agent 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 XI.**

D. **Miscellaneous.** The indemnification provided by this **ARTICLE XI** 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, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

E. **Insurance.** 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 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.

F. **Amendment.** Anything to the contrary herein notwithstanding, the provisions of this **ARTICLE XI** may not be amended without the prior written consent of all Members whose interests would be adversely affected by such amendment.

ARTICLE XII **RIGHTS OF DEVELOPER**

Transfer of association control

If unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:

- (a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- (b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
- (b) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;
- (d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business;
- (e) When the developer files a petition seeking protection in bankruptcy;
- (f) When a receiver for the developer is appointed by a circuit court and is not discharged

within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or

(g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. After the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

So long as the Developer holds at least one Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

1. Assessment of the Developer as a Unit Owner for capital improvements.
2. Any action by the Association that would be detrimental to the sales of Units by the Developer. However, an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

On the Turnover Date, the Association shall execute in favor of the Developer a receipt and acknowledgment of all items delivered to the Association by the Developer and a commitment to maintain and operate all systems and equipment within the Condominium Property in accordance with the operating manuals and warranties therefor.

ARTICLE XIII.
BYLAWS

The Amended Bylaws of the Association have been adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIV.
AMENDMENTS

The Association reserves the right to amend, alter, change or repeal any provisions contained in these Amended Articles of Incorporation by a simple majority vote of all Voting Interests of all Members of the Association and all rights conferred upon the Members herein are granted subject to this reservation.