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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend. & Restat.

JUL 23 2021

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COVER LETTER

TO: Amendment Section
Division of Corporations

Sun City Center West Master Association, Inc.
NAME OF CORPORATION: _____

726597
DOCUMENT NUMBER: _____

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Aaron Silberman

(Name of Contact Person)

Silberman Law, P.A.

(Firm/ Company)

1105 W. Swann Avenue

(Address)

Tampa, Florida 33606

(City/ State and Zip Code)

shawna@kpmaster.com

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

For further information concerning this matter, please call:

Aaron Silberman

(813)

434-1266

at

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- | | | | |
|---|--|---|--|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed) | <input type="checkbox"/> \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed) |
|---|--|---|--|

Mailing Address

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

Street Address

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
SUN CITY CENTER WEST MASTER ASSOCIATION INC.

FILED

2021 JUN 17 AM 9:19

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

These Second Amended and Restated Articles of Incorporation supersede and replace in their entirety all prior versions of the Articles, including the Amended and Restated Articles of Incorporation which were filed with the State of Florida on June 28, 2010, and recorded in the Public Records for Hillsborough County at Official Records Book 19851, Page 1115, with amendments recorded in Official Records Book 23569, Page 701, and Official Records Book 22395, Page 380, and any other amendments. The original Articles of Incorporation were recorded on May 29, 1973 in the Public Records for Hillsborough County at Official Records Book 2685, Page 934.

Article I.
NAME

The name of this Corporation shall be: SUN CITY CENTER WEST MASTER ASSOCIATION, INC. and its principal place of business is 1904 Clubhouse Dr., Sun City Center, Florida. 33573.

Article II.
PURPOSES

The general purpose of this not-for-profit corporation shall be as follows: to provide for the operation, supervision, management and determination as to the care and maintenance of roads, traffic control, landscaping within the roadway areas, drainage systems, and the irrigation systems (including all wells, pumps, pipes and other facilities or equipment thereof) located throughout the Sun City Center West Project located in Hillsborough County, Florida, as well as all other matters determined to be in the best interest of the Master Association by the Board of Directors from time to time, and authorized by the governing documents of the Master Association and the applicable Florida Statutes. The Master Association is to carry out the functions and duties as to the foregoing on behalf of the member associations, as set forth in the Declarations of Condominium creating and governing the applicable condominiums within the Sun City Center West Project, and the Declaration of Covenants, Conditions and Restrictions for any member subdivision or homeowners' association. The provisions hereinafter set forth shall be interpreted in such a manner as to include all condominiums and homeowner's associations in the Sun City Center West Project. All references to a condominium or a condominium association or a declaration of condominium herein shall also be deemed to include a subdivision, a homeowners association and the declaration of covenants, conditions, and restrictions thereof so that a subdivision and its homeowners association shall have the same status, obligations and rights as a condominium and its condominium association for all purposes of these Articles of Incorporation and the By-Laws of the Master Association.

ARTICLE III.
MEMBERSHIP AND VOTING

Each Association in the Sun City Center West Project shall be a member of the Master Association and shall be entitled to one (1) vote on any matter upon which votes are cast, with such votes to be cast by the President of such Association, or other designated representative of the Association in the absence of the President, regardless of the number of Condominium units contained in the Condominium which is represented by such President. Each Condominium Association may designate another Director or Officer to be the representative of the Association for purposes of participating in the Master Association, in place of said Association's President. Membership in the Master Association shall be transferred and terminate in the manner provided for in the governing documents of the Master Association. With the exception of electing the Board of Directors, all votes cast by Member Associations may be cast either in person, electronically when permitted, or by proxy.

ARTICLE IV.
PERPETUAL EXISTENCE

This Corporation shall have perpetual existence.

ARTICLE V.
BOARD OF DIRECTORS

Section 1. The affairs of this Corporation shall be managed and governed by a Board of Directors as set forth in the Bylaws.

Section 2. Directors shall be elected by the voting members in accordance with the Bylaws, at the regular annual meeting of the membership of the Corporation.

Section 3. All Officers shall be elected by the Board of Directors in accordance with the Bylaws at the organizational meeting of the Board of Directors to be held immediately following the annual meeting of the membership. The Board of Directors shall elect a President, Vice President(s), Secretary, Treasurer and such other officers as it shall deem desirable, consistent with the corporate Bylaws.

ARTICLE VI.
AMENDMENTS TO BYLAWS

The Bylaws of this Corporation may be altered, amended, or rescinded at any duly called meeting of the members, provided that the notice of meeting contains a full statement of the proposed amendment, a quorum is in attendance, and there is an affirmative vote of sixty-six and 2/3 percent (66 2/3%) of the entire voting interests in the Master Association, provided that said proposed amendment must also be approved by a majority of the Board of Directors. An amendment may either be proposed by the Board or by a petition signed by at least twenty-five percent (25%) of the members entitled to vote. Any such proposal submitted by Members shall be accompanied by a certification by each Member that they have read and approved the specific

proposed amendment. However, the Board is under no obligation to send out the proposed amendments submitted by the Members, as written, unless the Master Association's legal counsel has reviewed and approved the proposed amendment as to form and legality. The Board shall be permitted to revise the language received from such Members as to form and legality only, based on the input from the Master Association's legal counsel. Additionally, the Board may make a determination not to send out such amendments for consideration by the Members should it be determined that such amendments are contrary to law or would significantly impact its ability to effectively govern as required by the applicable law, Articles, or Bylaws. A copy of an approved amendment shall forthwith be certified as true and correct by the Corporation's authorized representative in the form required for such a Certificate, and recorded in the Public Records of Hillsborough County, Florida.

ARTICLE VII. POWERS

This Corporation shall have all of the powers set forth in the Florida Statutes and any and all other rights, powers, and duties which it may legally have under the laws of the State of Florida; unless such broader powers are limited by the Corporation's governing documents, as the same may be amended from time to time.

ARTICLE VIII. SPECIFIC AUTHORITY

Section 1. The Board of Directors of the Corporation shall be responsible for the determination of the care and maintenance of the roads, traffic control, landscaping within the roadway areas, drainage system and the irrigation systems (including all wells, pumps, pipes and other facilities or equipment thereof) throughout the Sun City Center West project so as to provide efficient and integrated management for same, as provided in Article II above as well as any other authority provided by the Master Association's governing documents or applicable law.

Section 2. Each Condominium within the Sun City Center West Project has granted and assigned to this Corporation the right to decide on and act in the matters hereinbefore and hereinafter specified. No member association that has previously granted and assigned such authority may amend their governing documents in a manner that is inconsistent with such grant and assignment of authority unless such amendment is approved by the Master Association.

ARTICLE IX. BUDGETING AND ASSESSMENTS

Section 1. The Corporation shall determine the budget required for each year, the assessments to be paid for same, when said assessment is due, and all other similar decisions. The Corporation shall determine the assessment to be charged to each Condominium and the Condominium parcel owners and their share of the total cost of the aforescribed items including all related administrative expenses and other items approved as part of the budget and assessments in accordance with the governing documents. The total cost of the items that are included in a properly adopted assessment shall be shared by all Condominiums within said Sun City center

West Project, except to the extent that individual assessments against certain members are provided for in these Articles or the Bylaws.

Section 2. The Master Association's Board of Directors shall assess each Master Association Member for its share of the Master Association approved expenses on a pro-rata basis, which will be an amount equal to the total budget amount, divided by the number of units included in the Master Association budget to get a per unit amount, and then multiplied by the number of units in the condominium or subdivision that is a Member of the Master Association (i.e., total budget divided by 5,595 units and then multiplied by the number of units in each Member Association).

Section 3. In addition to assessments and charges for common expenses, the Master Association is authorized to specifically assess a Condominium or Homeowners' Association, for the costs and fees incurred as a result of damage that is caused to those portions of the properties that are to be operated and maintained by the Master Association, either through negligent or intentional acts which cause such damage ("Specific Assessment"). Before any such Specific Assessment becomes final, the extent of any damage so caused, and the costs for repairing such damage, shall be confirmed by an independent consultant retained by the Master Association, and written notice will be provided to any association or homeowners who are proposed to be assessed for such damage, with an opportunity for a hearing before the Board of Directors will be provided if requested by such party. If payment is not made after a final determination is made by the Board to impose an assessment, and notice is provided of the final due date for payment, the Master Association may proceed to collect the unpaid amount in the same manner as other unpaid assessments, in accordance with the governing documents of the Master Association and the applicable statutes.

Section 4. The sum due and owing from each Condominium Association and its members throughout the Sun City Center West Project, for common expenses of the Master Association and any Specific Assessments, shall be a lien upon the applicable property, including the Condominium property and the Condominium units therein and as to homeowner associations, a lien on all property owned by such association and on Lots in such community, and said lien may be foreclosed in the same manner as mortgages and statutory liens are foreclosed in the State of Florida. The lien shall also secure any and all interest, late fees, costs, and attorney's fees incurred by the Association in connection with collection of amounts due from the delinquent Condominium or Homeowners Association. The lien and foreclosure shall be in favor of the Corporation. The assessment due from each Condominium and the Condominium parcel owners shall be deemed a common expense of the applicable Condominium.

ARTICLE X.

PROPOSALS FOR AMENDMENT TO ARTICLES OF INCORPORATION

Section 1. Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by the Master Association Board of Directors or by a petition signed by the holders of not less than twenty-five percent (25%) of all the Members entitled to vote. Such proposals by Members shall be delivered to the Master Association President who shall be required to call a special meeting of the Members within thirty (30) days. Any such proposal submitted by

Members shall be accompanied by a certification by each Member that they have read and approved the specific proposed amendment. However, the Board is under no obligation to send out the proposed amendments submitted by the Members, as written, unless the Master Association's legal counsel has reviewed and approved the proposed amendment as to form and legality. The Board shall be permitted to revise the language received from such Members as to form and legality only, based on the input from the Master Association's legal counsel. Additionally, the Board may make a determination not to send out such amendments for consideration by the Member should it be determined that such amendments are contrary to law or would significantly impact its ability to effectively govern as required by the applicable law, Articles, or Bylaws. Notice of the meeting shall be given by the President in accordance with the Bylaws upon not less than ten (10) days' notice. The notice of the meeting shall contain the full text of the language to be changed, with underlining and strike-throughs used to show the changes proposed to the current text.

Section 2. Adoption of any amendment shall require the affirmative vote of sixty-six and 2/3% (66 2/3%) of the entire voting interests in the Master Association, provided that said proposed amendment must also be approved by a majority of the Board of Directors. Said amendment shall be effective when a copy thereof, together with an attached Certificate of its approval by the membership, signed by the Secretary or Assistant Secretary, and executed and acknowledged by the President or Vice President has been filed with the Secretary of State and all filing fees paid and a certified copy of same is filed in the Public Records of Hillsborough County, Florida.

ARTICLE XI. SUN CITY CENTER WEST PROJECT

The term "Sun City Center West Project also known as "Kings Point" shall be an area of land located in Hillsborough County, Florida as set forth within the legal descriptions of such property contained within the amendments filed with the State of Florida on January 30, 2014 and recorded in Official Records Book 22395, Page 380, of the Public Records of Hillsborough County, Florida, such descriptions being incorporated by reference herein.

Additional property may be included, or portions of the above-described property may be excluded from the term Sun City Center West Project in the manner provided for in the Bylaws, as amended from time to time.

ARTICLE XII. MISCELLANEOUS

Section 1. This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation shall be upon such terms and conditions and in the manner as provided for hereinbefore.

ARTICLE XIII.
INDEMNIFICATION

The Master Association shall indemnify any individual who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that such individual is or was a director or officer of the corporation, or a member of any committee established by the Board of Directors, against liability incurred in connection with such proceedings, including any appeal thereof, to the full extent as authorized by law. Said indemnity will include but not be limited to expenses and amounts paid in settlement, expenses of liabilities incurred as a result of such individual serving as a director or officer as hereinabove provided. Indemnification and advancement of expenses as provided herein shall continue as to an individual who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors and administrators of such an individual, and any amendment or changes to this indemnification provision shall be prospective only and as to individuals who shall serve as a director or officer after the effective date of such amendment.

- (a) However, notwithstanding any other provision of this Article, if the Board of Directors or a court of competent jurisdiction determines that the proceedings against the director or officer who is seeking indemnification either arose out of actions which were outside the scope of the duties or expected activities of such individuals; or arose out of intentional or willful misconduct or self-dealings, or criminal activities; then the Association will be relieved of any obligation to indemnify such individual under this section.
- (b) Further, notwithstanding any other provisions herein, the advancement of funds and retention of legal counsel for any person being indemnified by the Master Association will be subject to prior Board approval, and any retention of counsel must be coordinated with the Master Association due to the potential involvement of insurance counsel.
- (c) The Board of Directors may, and shall if the same is reasonably available, purchase liability insurance to insure all Directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance should be paid by as part of the Common Expenses.

END OF ADOPTED SECOND AMENDED AND RESTATED ARTICLES OF
INCORPORATION

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

Effective date if applicable: _____
(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 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 JUNE 2, 2021

Signature

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

Jim Argiro

(Typed or printed name of person signing)

President

(Title of person signing)