

L20000152777

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(Address)

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(City/State/Zip/Phone #)

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O SIMMONS

MAR 26 2021

COVER LETTER

TO: **Registration Section**
Division of Corporations

SUBJECT: **LAKESIDE PARK ESTATES HOA LLC**

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

BETTY WATSON

Name of Person

Firm/Company

104 HARBOR WAY

Address

AUBURNDALE FL 33823

City/State and Zip Code

BETTYWAT@AOL.COM

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

For further information concerning this matter, please call:

BETTY WATSON

863

967-4496

at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☒ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &
Certificate of Status

☒ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address:

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

Street Address:

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

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION**

OF 2021 MAR 15 PM 4:27

LAKESIDE PARK ESTATES HOA LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on June 4, 2020 originally
DECEMBER 1st 2020 and assigned
Florida document number L20000152777

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

_____, **Florida**
City Zip Code

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

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

MGR = Manager
AMBR = Authorized Member

AMBR = Authorized Member

Type of Action☐ Change

Add

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

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

Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and Preservation of the common areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration, Bylaws and Articles; and (C) administer the interests of the Association, Builders and Owners.

Powers of the Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonable necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration and Bylaws, as provided

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or guiding Association.

7.3 To own, operate and maintain the Surface Water management System ("SWMS"). To the extent the Association is obligated to operate and maintain the SWMS pursuant to the permit issued by SWFWMD the "Permit", the Association shall operate, maintain and manage the SWMS in a manner consistent with the Permit requirements of the Agency and applicable SWFWMD rules, and shall have the right to take enforcement action pursuant to the provisions of the Declaration that relate to the SWMS. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance, repair and operation of the SWS and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and reainage easements;

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws;

7.5 To pay all operating expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

7.6 To Acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including common

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary) (Be specific)

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Continued from previous page

areas) in connection with the functions of Association except as limited by the Declaration.

7.7 To borrow money, and (i) if prior to the Turnover date, upon the approval of (a) a majority of the Board; (b) Written consent of the Builders, and (c) the written consent of Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the voting interest present (in person or by proxy) at a duly called meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.8 To dedicate, grant, license, lease, concession, create easements upon, see or transfer all or any part of to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, the Common Areas, Lots and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized;

7.10 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.11 To employ personnel and retain independent contractors to contract for management of Association, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Assoc.

7.12 To contract for services to be provided to or for the benefit of, the Association, Owners, the Common Areas as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services.

7.13 To establish committees and delegate certain of its functions to those committees; and

7.14 Can sue and be sued

F. If amending or adding additional Articles, enter changes here
(attach additional sheets, if necessary). (Be specific)

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continued -

Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management to the affairs of the dissolved Association and its properties. In the event of termination, dissolution or final liquidation of the Association, the Association's responsibility (if any) for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C. and in accordance with Sections 12.3(c)(6), Applicant's Handbook Volume I, and be approved in writing by the Agency prior to such terminations, dissolution or liquidation.

Duration. Existence of the Association shall commence with the filing of Articles and shall exist in Perpetuity.

General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant or Builders unless such amendment receives the prior written consent of Declarant or Builders, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records. Notwithstanding any other provision of these Articles to the contrary, prior to the Turnover Date, the Builders' prior written consent to any proposed amendment shall be obtained prior to effectuating any such amendment.

Declarant shall have the right to amend these Articles as may be requested by SWFWMD or any other governmental agency with no approval or joinder of the Association, other owners, or any other party for such amendment.

(5)

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

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E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

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.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated Feb 4 2021

Betty Watson

Signature of a member or authorized representative of a member

David J Watson

Betty Watson

Typed or printed name of signee

DAVID J WATSON

(6)