## NO1000000704

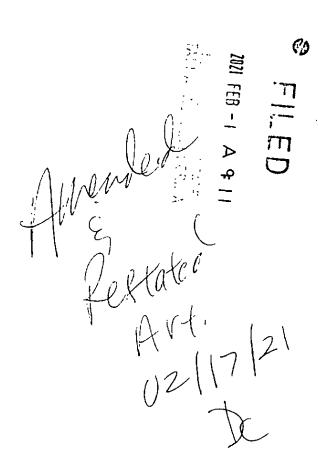
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### FLORIDA DEPARTMENT OF STATE Division of Corporations

December 1, 2020

SAUL EWING ARNSTEIN & LEHR LLP ATTN: STEVEN L. DANIELS 515 N. FLAGLER DRIVE, SUITE 1400 WEST PALM BEACH, FL 33401

SUBJECT: STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.

Ref. Number: N01000000704

We have received your document and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The date of adoption of each amendment must be included in the document.

If there are <u>MEMBERS ENTITLED TO VOTE</u> on a proposed amendment, the document must contain: (1) the date of adoption of the amendment by the members and (2) a statement that the number of votes cast for the amendment was sufficient for approval.

If there are <u>NO MEMBERS OR MEMBERS ENTITLED TO VOTE</u> on a proposed amendment, the document must contain: (1) a statement that there are no members or members entitled to vote on the amendment and (2) the date of adoption of the amendment by the board of directors.

PLEASE CORRECT THE CORPORATE NAME ON PAGE 10 OF THE DOCUMENT ABOVE STEPHEN ROBINS' SIGNATURE.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Darlene Connell Regulatory Specialist II Supervisor

www.sunbiz.org

Letter Number: 920A00023955

Steven Daniels

Steven.Daniels@saul.com

www.saul.com

SAUL EWING ARNSTEIN & LEHR<sup>LL</sup>

January 29, 2021

#### **VIA FEDERAL EXPRESS**

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

Re:

STONE CREEK RANCH HOMEOWNERS' ASSOCIATION INC.

FL Department of State Letter #: 920A00023955

Dear Sir/Madam:

Enclosed is the Amended Articles with the changes you requested. Also enclosed is a copy of your letter referenced above.

If you have any questions or require any further information, please feel free to contact me.

Very truly yours,

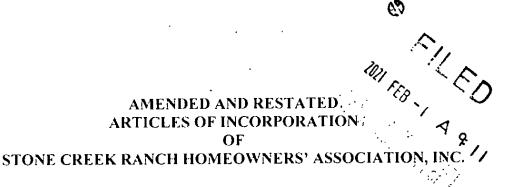
Steven L. Daniels

' Gullow Janes

Signed in my absence to avoid delay

**Enclosures** 

515 N. Flagler Drive • Suite 1400 • West Palm Beach, FL 33401 Phone: (561) 833-9800 • Fax: (561) 655-5551



The undersigned, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, hereby adopts these Amended and Restated Articles of Incorporation (these "Amended and Restated Articles") and certifies as follows:

### ARTICLE 1 DEFINITIONS

All initially capitalized terms used herein which are defined in the Amended and Restated Declaration of Covenants and Restrictions for Stone Creek Ranch, as may be amended from time to time (the "Amended and Restated Declaration"), and not otherwise defined herein, shall have the same meaning as set out in the Amended and Restated Declaration to which these Amended and Restated Articles are attached as Exhibit "A".

### ARTICLE 2 NAME AND ADDRESS

The name of the corporation shall be STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC., which is hereinafter referred to as the "Association". The principal address of the Association shall be 16281 Lyons Road, Delray Beach, Florida 33446, and the mailing address of the Association shall be 16281 Lyons Road, Delray Beach, Florida 33446, or at such other principal address or mailing address as may be subsequently designated by the Board.

### ARTICLE 3 PURPOSES

The objects and purposes of the Association are those objects and purposes as are authorized by the Amended and Restated Declaration and to engage in such other lawful activities as may be to the mutual benefit of the Members and the Community. The further objects and purposes of the Association are to preserve the values and amenities in the Community and to maintain the Common Properties for the benefit of the Members of the Association. The Association is organized as a not-for-profit corporation, and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

### ARTICLE 4 POWERS

Without limitation, the powers of the Association shall include and be governed by the following provisions:

- and statutory powers of a corporation not-for-profit under Florida law which are not in conflict with the Amended and Restated Declaration, these Amended and Restated Articles and the Amended and Restated By-Laws, including those powers under and pursuant to Chapter 617, Florida Statutes, as may be amended from time to time, and Chapter 720, Florida Statutes, as amended from time to time. In the event of any conflict between the provisions of Chapter 617, Florida Statutes, as amended from time to time, and Chapter 720, Florida Statutes, as amended from time to time, the provisions of Chapter 720, Florida Statutes, as amended from time to time, shall apply. In the event of any conflict between these Amended and Restated Articles and the Amended and Restated By-Laws, these Amended and Restated Articles shall control; and in the event of any conflict between these Amended and Restated Articles and the Amended and Restated Declaration, the Amended and Restated Declaration shall control.
- 4.2 <u>Necessary Powers</u>. The Association shall also have those powers reasonably necessary to fulfill the purposes for which the Association was formed, which powers shall include, but not be limited to, the following:
- (a) To make and collect assessments for the operation, management and upkeep of the Common Properties pursuant to the Amended and Restated Declaration.
- (b) To maintain, repair, replace, reconstruct after casualty, operate and manage the Common Properties pursuant to the Amended and Restated Declaration.
- (c) To purchase equipment, supplies and material as may be required in the maintenance, repair, replacement, operation and management of the Common Properties pursuant to the Amended and Restated Declaration.
  - (d) To sell the Common Properties or any portion thereof.
- (e) To acquire and pay for insurance on the Common Properties, as set forth in the Amended and Restated Declaration for the protection of the Association and the Community and to acquire and pay for directors and officers errors and omission and liability insurance to protect the directors and officers of the Association.
- (f) To make, amend, alter, rescind and promulgate reasonable rules and regulations for the use and appearance of the Common Properties and the Lots for the benefit, health, safety, welfare and happiness of the Members.
- (g) To provide for management, maintenance and operation of the Common Properties pursuant to the Amended and Restated Declaration and to delegate to a management entity or management agent those powers and duties which are not specifically required by these Amended and Restated Articles to be retained by the Board.
- (h) To hire employees to perform the services needed for the proper operation of the Association duties.

- (i) To use and expend the monies collected by the Association to effectuate its purposes and powers, including but not limited to the payment of utilities and all taxes and assessments made by public bodies which may be levied upon the Common Properties.
- (j) To select depositories for the Association funds and to determine the manner of receiving, depositing and disbursing corporate funds in the form of a check, which shall be signed in accordance with the Amended and Restated By-Laws.
- (k) To hire attorneys, accountants, engineers and other professionals as the need arises and the interest of the Association warrants.
- (I) To enforce by legal means the provisions of the Amended and Restated Declaration, these Amended and Restated Articles, the Amended and Restated By-Laws and the Rules and Regulations, as they all may be amended from time to time.
- (m) To possess, enjoy and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey real and personal property.
- (n) To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of purposes and powers of the Association under the Amended and Restated Declaration, these Amended and Restated Articles, the Amended and Restated By-Laws and the Rules and Regulations, as they all may be amended from time to time.
- (o) Borrow money and assign the right to assess and collect assessments as collateral for such borrowing.
- (p) To file and defend actions in court or arbitration on behalf of the Association.
- (q) To levy fines against Members for violation of the Association governing documents.

### ARTICLE 5 MEMBERS

5.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her Lot. Any member of the Association who conveys or loses title to a Lot by sale, gift, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member of the Association with respect to such Lot and shall lose his/her rights and privileges of being a Member of the Association resulting from ownership of such Lot. A beneficiary of a trust (as

defined in former section 737.303(4)(b), Florida Statutes), provided said beneficiary occupies the Lot, or a grantor (as defined in section 733.703(3), Florida Statutes) of a trust which has a record ownership interest in a Lot (but not merely as a security interest) shall be deemed a Member of the Association. Said grantor or beneficiary shall provide the Association a copy of the relevant pages of the trust to verify same.

- 5.2 <u>Voting Rights</u>. Each Lot shall be entitled to one (1) vote on all matters wherein a vote of the Member is required. Unless specifically stated otherwise herein or in the Amended and Restated Declaration of Covenants or Restrictions or the Amended and Restated By-Laws, a majority of Members at a duly called meeting shall be deemed an affirmative vote, they hold the interests required for membership by Section 5.1 above.
- 5.3 <u>Meetings of Members</u>. Attendance by at least twenty (20%) of the total number of Members in good standing present in person or by proxy shall constitute a quorum.
- 5.4 <u>General Matters</u>. When reference is made herein, or in the Amended and Restated Declaration, the Amended and Restated By-Laws, the Association rules and regulations, management contracts, or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members.

### ARTICLE 6 CORPORATE EXISTENCE

The Association shall have perpetual existence; provided, however, that if the Association is ever dissolved, its assets shall be conveyed to another association or a public agency having a similar purpose.

### ARTICLE 7 BOARD OF DIRECTORS

The property, business and affairs of the Association shall be managed by the Board, which shall consist of not less than three (3) directors, but may consist of as many directors as the Board shall determine no later than ninety (90) days prior to an Annual Meeting, where directors are elected. The directors shall be elected in the manner set forth in the Amended and Restated By-Laws. All directors shall be natural persons who are eighteen (18) years of age or older and Members of the Association, or shall be authorized representatives, trustees, members, officers or employees of an entity Members of the Association and must comply with any and all additional eligibility requirements set forth in Chapter 720. Florida Statutes.

### ARTICLE 8 OFFICERS

The affairs of the Association shall be managed by a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time designate in the Board's sole discretion, the powers and duties of which shall be designated by the Board

as the Board deems necessary in its sole discretion, all of whom shall serve at the pleasure of the Board and shall meet the eligibility requirements as set forth in Chapter 720, Florida Statutes, as amended from time to time. The names and addresses of the current officers of the Association, who shall hold office until their successors are duly elected in the manner set forth in the Amended and Restated By-Laws are as follows:

PRESIDENT	Stephen Robins	9521 Jagged Creek Court Delray Beach, Florida 33446
VICE PRESENT	Robert Picow	10641 Quiet Vista Circle Delray Beach, Florida 33446
SECRETARY	Ali Moledina	16201 Quiet Vista Circle Delray Beach, Florida 33446
TREASURER	Ashwin Vasan	9303 Hawk Shadow Lane Delray Beach, Florida 33446

#### ARTICLE 9 BY-LAWS

The Amended and Restated By-Laws may be amended in the manner set forth in the Amended and Restated By-Laws; provided, however, that at no time shall the Amended and Restated By-Laws conflict with Florida Statute Chapter 720 as currently exists, these Amended and Restated Articles or the Amended and Restated Declaration. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

#### ARTICLE 10 AMENDMENTS

These Amended and Restated Articles may be amended by the affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of all of those Members who vote, in person or by limited proxy, at a meeting of the Members, called in accordance with the provisions of the Amended and Restated By Laws, at which a quorum is attained; provided however, that no such amendments shall conflict with Florida Statute Chapter 720 currently exists, the terms of the Amended and Restated Declaration or the Amended and Restated By-Laws. Any attempt to amend contrary to this prohibition shall be of no force or effect. A copy of any amendment which is adopted shall be accepted and certified by the Secretary of State and be recorded in the Public Records of Palm Beach County, Florida.

#### ARTICLE 11 INITIAL SUBSCRIBER

The name and address of the initial subscriber to the initial Articles of Incorporation is as follows:

Dean Borg

1000 Clint Moore Road, Suite 110 Boca Raton, Florida 33487

#### ARTICLE 12 INDEMNIFICATION

- 12.1 The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he/she is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or 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/she reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.
- 12.2 The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he/she is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.
- 12.3 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 proceeding referred to in Sections 12.1 or 12.2 above, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses actually and reasonably incurred by him/her in connection therewith.

- 12.4 Any indemnification under Sections 12.1 or 12.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he/she has met the applicable standard of conduct set forth in Sections 12.1 or 12.2. Such determination shall be made:
- (a) By the Board by a majority vote of directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board (in which directors who are parties may participate) consisting solely of two (2) or more directors not at the time parties to the proceeding;
  - (c) By independent legal counsel:
- i) selected by the Board prescribed in Paragraph (a) of this Section 12.4 or the committee prescribed in Paragraph (b) of this Section 12.4; or
- ii) if a quorum of the directors cannot be obtained for Paragraph (a) of this Section 12.4 and the committee cannot be designated under Paragraph (b) of this Section 12.4, selected by majority vote of the full Board (in which directors who are parties may participate); or
- iii) By a majority of the voting interests of the Members of the Association who were not parties to such proceeding.
- 12.5 Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel persons specified by Section 12.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.
- 12.6 Expense incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he/she is ultimately found not to be entitled to indemnification by the Association pursuant to this Article 12. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board deems appropriate.
- 12.7 The indemnification and advancement of expenses provided pursuant to this Article 12 are not exclusive and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under the Amended and Restated By-Laws, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication

establishes that his/her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his/her conduct was lawful or had no reasonable cause to believe his/her conduct was unlawful:
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Association.
- 12.8 Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.
- 12.9 Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the Members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:
- (a) The director, officer, employee, or agent is entitled to mandatory indemnification under Section 12.3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to Section 12.7; or
- (c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in Section 12.1 or Section 12.2 unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or acted in a manner he/she reasonably believes to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his/her conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. The termination of any proceeding

by judicial, 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 or did act in a manner which he/she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe that his/her conduct was unlawful.

- 12.10 For purposes of this Article 12, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals, the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding, the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer, the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.
- 12.11 Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 12 shall be applicable as to any party eligible for indemnification hereunder who has not given his/her prior written consent to such amendment.
  - 12.12 The provisions of this Article 12 shall not be amended.

#### ARTICLE 13 REGISTERED AGENT

The name and address of the registered agent of the Association who shall serve until his/her successor is properly appointed by the Board shall be Steven L. Daniels, Esq., Saul Ewing Arnstein & Lehr, LLP, 515 North Flagler Drive, Suite 1400, West Palm Beach, Florida 33401. The Association shall have the right to designate subsequent registered agents without amending these Amended and Restated Articles.

#### ARTICLE 14 CAPTIONS

The captions utilized herein are for reference purposes only and shall not be considered binding, persuasive or conclusive upon the interpretation of any of the paragraphs hereunder.

IN WITNESS WHEREOF, these Amende executed at Palm Beach County, Florida this 74 to	day of September, 2019
Signed, sealed and delivered in the presence of:	ASSOCIATION
Print Name: Leveled D. Rigins	STONE CREEK/HOMEOWNERS' ASSOCIATION, INC. a Florida not-for-profit-corporation  By:
Print Name: Stephanic Cathon	Its: President
	Print Name: Stephan Robins
STATE OF FLORIDA )  BROWNED )ss:  COUNTY OF PALM BEACH)	
before me by means of physical presence of 12020, by 12020, by 12020. Homeowners' Association, Inc., who production identification.	as Secretary of Stone Creek Ranch as
My commission expires:	ne of Notary rubite
(SEAL)  RAREN J PINNOCK  Notary Public - State of Florida  Commission - GG 17555  My Comm. Expires Aug 23, 2021  Bonded Iffiguer Aug-	

#### ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated not-for-profit corporation at the place designated in these Amended and Restated Articles of Incorporation, the undersigned hereby agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

 This instrument prepared by and should be returned to: Steven L. Daniels, Esq. Saul, Ewing Arnstein & Lehr LLP 515 No. Flagler Drive, 14th Floor West Palm Beach, FL 33401

# CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION FOR STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.

This CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION FOR STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation (the "Articles") is made this 21 day of December., 2020 by STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC. a Florida not-for-profit corporation (the "Corporation").

#### WITNESSETH:

WHEREAS, the Articles were initially filed on January 29, 2001; and

WHEREAS, pursuant to Article 9 of the Articles, the Articles may be amended by the affirmative vote of at least 66 2/3 of the Members of the Corporation; and

WHEREAS, at least 66 2/3 of the Members of the Corporation met on September 23, 2020, and voted for and approved the Amended and Restated Articles attached hereto.

WHEREAS, each amendment in the Amended and Restated Articles of Incorporation were adopted September 23, 2020.

WHEREAS, The amendments to the Amended and Restated Articles of Incorporation were adopted by the Members. The number of votes cast for the amendments by the Members was sufficient for approval.

NOW, THEREFORE, the Articles are hereby Amended and Restated as attached hereto:

#### [INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Association has caused the execution of this Certificate of Amendment this 29th day of		
Signed, sealed and delivered In the presence of:  Signature of Witness Printed Name of Witness  Signature of Witness  AIKIP Printed Name of Witness	STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC., a Florida Not For Profit Corporation  By: Stephen Robins, President	
STATE OF FLORIDA COUNTY OF PALM BEACH  The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this		
NOTARY SEAL:	NOTARY - PUBLIC  STEVEN DANI FLS  Printed Name of Notary  My Notary Commission Expires:	
	STEVEN L. DANIELS  Notary Public – State of Florida  Commission a GG 087995  My Comm. Expires May 8, 2021	