

NATURES LANDING CONDOMINIUMS

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Cedar Key, Florida 32625

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NOI 00000 1233

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

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Ref: ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION
OF NATURES LANDING CONDOMINIUM ASSOCIATION, INC.

Dear Sir or Madam:

Please find attached "ARTICLES OF AMENDMENT TO ARTICLES OF
INCORPORATION OF NATURES LANDING CONDOMINIUM
ASSOCIATION, INC."

Enclosed is a check that pays for the \$35.00 filing fee and \$8.75 for a certified
copy.

Sincerely


Ken Sanders

Amendment

06/12/02

DC

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2002 JUN -6 PM 4:29

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
NATURES LANDING CONDOMINIUM ASSOCIATION, INC.**

Document Number No. N01000001233

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2002 JUN -6 PM 4:29

Pursuant To the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.

Article VI is hereby amended to read as follows:

ARTICLE VI

PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers.

The Association is organized for the purpose of enforcement of the terms, limitations and conditions of the Declaration of NATURES LANDING CONDOMINIUM, the improvement, maintenance, preservation and architectural control of the Condominium, to promote the recreation, health, safety and welfare of the Owners, and the management, maintenance, operation and care of real and personal property, recreation facilities, and common areas including but without limitation, all roads, parks, common areas, lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the association or owners in common.

To this end, the Association shall have the following powers, to wit:

a. To fix, make, and collect assessments as provided in the Declaration of NATURES LANDING CONDOMINIUM.

b. To borrow money.

c. To use and expend the proceeds of assessments and borrowings in a manner consistent with the provisions of the Declaration of Condominium of NATURES LANDING.

d. Review plans and specifications of proposed improvements to

determine whether they comply with the DECLARATION OF CONDOMINIUM for NATURES LANDING CONDOMINIUM, INC. To implement and enforce the provisions for architectural control of the property provided for in the Declaration of Condominium.

e. To maintain, repair, replace, operate and care for real and personal property, recreation areas, and common areas, including but without limitation, all roads, parks, common areas, lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the association or the owners in common in a manner consistent with the permit issued by the Suwannee River Water Management District and maintenance plan attached thereto.

f. To purchase and maintain appropriate insurance coverage for the common areas and to cooperatively purchase with or on behalf of Owners insurance on the individual lots and the improvements thereon.

g. To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations of use of the common areas and association property. To exercise all authority designated to the Association in the Declaration of Condominium.

h. To contract for services with others.

i. To do and perform anything required by these articles, the bylaws, or the Declaration to be done by the owner, but it not done by the owner in a timely manner, at the expense of the owner.

j. To do and perform any obligations imposed upon the Association by the Declaration or by any permit or authorization from any unit of local, regional, state, or federal government and to enforce by any legal means the provisions of these Articles, the Bylaws, and the Declaration.

The foregoing specific duties and responsibilities are not construed in any way as limiting the powers of the Association. Rather, the Association will have and exercise all the powers conferred upon associations so formed.

Article VII is hereby amended to read as follows:

ARTICLE VII

MEMBERSHIP

Every person or entity who is, from time to time, the record owner of a unit or units, including the Developer, shall be a Member of the Association. Membership will be appurtenant to, and may not be separated from the ownership. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Dwelling Unit giving rise to such membership, and shall not be transferred except upon

the transfer of title to said Dwelling Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

Article VIII is hereby amended to read as follows:

ARTICLE VIII

VOTING RIGHTS

8.1 (a) Membership Voting Rights: Until unit owners other than the Developer own 15 percent or more of the units in the Condominium, the Developer shall elect all members of the Board of Directors of the Association, and otherwise exercise complete control of the Association, subject to the limitations imposed by the Declaration or Bylaws.

(b) Transfer of Association Control: Not with standing the other provisions in these articles to the contrary, Ronnie Taylor Construction, Inc., P.O. Box 697, Cedar Key, Florida 32625, or its successors and assigns in interest ("Developer"), shall have control of the activities of the Association until the Developer relinquishes that right or until one (1) of the (5) of the five criteria below are met. The Developer, prior to relinquishing control of the association or otherwise allowing control to transfer to the directors of the association, shall provide at least 30 days notice to the Suwannee River Water Management District that all terms and conditions placed upon the Developer by permits or authorizations from the Suwannee River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the board of the Association:

(1) Three years after 50 percent of the units have been conveyed to purchasers; or

(2) Three months after 90 percent of the units have been conveyed to purchasers; or

(3) When all the units 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, or

(4) 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, whichever occurs first. The Developer is entitled to elect at least one member of the Board as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the units of the Condominium.

(5) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration.

When unit owners other than the Developer own 15 percent or more of the units

in the Condominium, the unit owners other than the Developer shall be entitled to elect no less than one-third of the members of the board of the Association.

Within 75 days after the unit owners other than the Developer are entitled to elect a member or members of the board, the Association shall call, and give not less than 60 notice of an election for the members of the board of administration. The bylaws shall provide the method of calling meetings, including annual meetings. Written notice, which notice must include an agenda, shall be mailed or hand delivered to each unit owner at least 14 days prior to the meeting (including annual meetings) and shall be posted in a conspicuous place on the condominium property at least 14 days preceding the meeting (including annual meetings). The meeting may be called and the notice given by any unit owner if the Association fails to do so. Upon election of the first unit owner other than the Developer to the board, the Developer shall forward to the division the name and mailing address of the unit owner board member.

8.2 Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Dwelling Unit, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Dwelling Unit, none of said votes shall be counted and said votes shall be deemed void.

Article XII is hereby amended to read as follows:

ARTICLE XII

BYLAWS AND AMENDMENT OF ARTICLES

By-Laws will be adopted and may be amended by the Directors or members, consistent with these articles and the declarations by majority vote of the directors or members unless a super majority is required by provisions in the declarations or by laws. Amendments to articles declarations or By-Laws which directly or indirectly impact operations and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the association or the owners in common, maybe be made after approval by the Suwannee River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the Suwannee River Water management District in effect at the time of the application and modification. Amendments to the articles declarations or the By-Laws which do not impact operation or maintenance of the system may be made without authorization of the Suwannee River Water Management District; however, copies of any such amendments shall be forwarded to the District within 30 days of approval.

Article XIII is hereby amended to read as follows:

ARTICLE XIII

ADMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

13.1 **Resolution**. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

13.2 **Notice**. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment of a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

13.3 **Vote**. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

13.4 **Multiple Amendments**. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

13.5 **Agreement**. If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as those subsections 13.1 through 13.3 had been satisfied.

13.6 **Action Without Directors**. The Members may amend these Articles without an act of the Directors at a meeting for which notice of the changes to be made is given.

13.7 **Limitations**. No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Declaration.

No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the unit owner shares the common expense of the condominium and owns the common surplus of the condominium unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and unless all the record holders of all other units in the same condominium approve the amendment.

13.8 **Filing.** A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Levy County, Florida.

Article XVI is hereby amended to read as follows:

ARTICLE XVI

DISTRIBUTION OF ASSETS UPON DISSOLUTION

Prior to dissolution of this association, all property, interest in property, whether real, personal or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservations or conservation areas, wetlands, and wetland mitigation areas which are owned by the association or the owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the Suwannee River Water Management District through modification or any and all permits or authorizations issued by the Suwannee River Water Management District. Such modification shall be made under the lawfully adopted rules of the Suwannee River Water Management District in effect at the time of application for such modification.

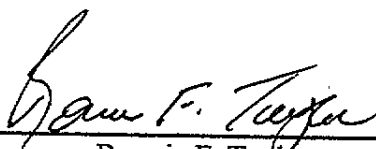
Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding section of any future federal tax code, or shall be distributed to the Federal, state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes.

IN WITNESS WHEREOF, the undersigned have executed these Articles Of Incorporation on this 4 day of June, 2002.

THIRD: Adoption of Amendment(s) (check one)

☐ The amendment(s) was (were) adopted by the members and the number of votes coast for the amendment(s) was sufficient for approval.

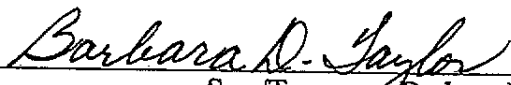
☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was (were) adopted by the board of directors.



Ronnie F. Taylor President

DATE: June 4, 2002

V. Pres. Ken Sanders

DATE: 6/4/02

Sec./Treas. Barbara D. Taylor

DATE: 6/4/02