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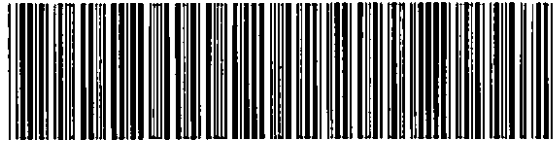
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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Moorings at Lantana Master Association, Inc.

DOCUMENT NUMBER: N03000006843

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

Please return all correspondence concerning this matter to the following:

Karina Skeie, Esq.

(Name of Contact Person)

Kaye Bender Rembaum

(Firm/ Company)

1200 Park Central Blvd. South

(Address)

Pompano Beach, FL 33064

(City/ State and Zip Code)

kskeie@kbrlegal.com

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

For further information concerning this matter, please call:

Dee Dee Turner

561

697-4990

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:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$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

Articles of Amendment
to
Articles of Incorporation
of

Moorings at Lantana Master Association, Inc.

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

N03000006843

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this **Florida Not For 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" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

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:

(City) Florida (Zip 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

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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:

<u>X</u> Change	<u>PT</u>	<u>John Doe</u>
<u>X</u> Remove	<u>V</u>	<u>Mike Jones</u>
<u>X</u> Add	<u>SV</u>	<u>Sally Smith</u>

<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)

Please see the attached amendment to Articles 10.1 and 10.3 for the Articles of Incorporation Master Association, Inc.

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

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.

☒ 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 22 April 2021

Signature William Umstead

(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)

William Umstead
(Typed or printed name of person signing)

PRESIDENT, MODWIGS AT LAMPSON MISTLE ASSO INC.
(Title of person signing)

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AMENDMENTS TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE MOORINGS AT LANTANA
AND TO THE ARTICLES OF INCORPORATION
FOR
MOORINGS AT LANTANA MASTER ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by ". . .")

TO THE DECLARATION

ARTICLE 1
DEFINITIONS AND INTERPRETATION

...

1.1 Definitions. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

...

(i) "Common Areas" shall mean and refer to the property legally described in Exhibit "C" attached hereto and made a part hereof, plus all property designated as Common Areas in any future recorded supplemental declaration or amendment to this Declaration. Upon the effective date of this amendment, and notwithstanding anything to the contrary contained in this Declaration, the Common Areas shall include "Commercial 1 Lot" as described in Exhibit "C" attached hereto, which amends the prior Exhibit "C" attached to the February 13, 2006 Amendment to Declaration of Covenants, Restrictions and Easements for The Moorings at Lantana, recorded in the Palm Beach County Public Records at Book 19924, Page 0532, and the Exhibit "C" attached hereto shall supersede and control over any and all previous instruments depicting the Common Areas of the Association; together with the landscaping and any improvements therein, including, without limitation all of the following if located thereon, all private roadways and pedestrian walkway areas, structures, recreational facilities, open space, sprinkler systems and street lights, if any, but excluding any public utility installations thereon, and any other property of the Declarant not intended to be made Common Areas. Additionally, the Common Areas shall include any and all portions of the Master Life Safety Systems (as hereinafter defined), regardless of where located within The Properties, as well as any surface water management system serving the Common Areas and/or more than one Lot. Declarant will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means the Common Areas of The Properties, but such identification shall not be required in order for a portion of the Properties to be Common Areas hereunder. Notwithstanding anything herein contained to the contrary the Pedestrian Bridges (as hereinafter defined) and any and all portions of The Properties necessary or desirable: (i) for the connection and attachment of the Pedestrian Bridges

to the improvements constructed on the Common Areas and any improvements constructed on any Lot, (ii) for pedestrian ingress and egress over and across the Pedestrian Bridges and/or (iii) for operation, maintenance, repair, replacement and/or alteration of the Pedestrian Bridges, shall be deemed Common Areas hereunder. Furthermore, the Garage (as hereinafter defined) and any and all portions of The Properties necessary or desirable: (i) for the connection and attachment of the Garage to the improvements constructed on the Common Areas and any improvements constructed on any Lot, (ii) for pedestrian and vehicular ingress and egress over and across the Garage and/or (iii) for operation, maintenance, repair, replacement and/or alteration of the Garage shall be deemed Common Areas hereunder. Without limiting the generality of Section 1.2, in the event that Declarant determines that a particular portion of The Properties is or is not Common Areas hereunder (in the manner provided in said Section 1.2), such determination shall be binding and conclusive. In the event that the Association accepts an easement, dedication or similar grant over, under or through any portion of The Properties or any property adjacent thereto or in the vicinity thereof, then, the area or areas subject to such easement or other grant of rights or obligations shall be deemed Common Areas for the purposes of, but only for the purposes of, the Association performing whatever duties or obligations are stated... in or implied by law with respect to such easement or other grant (and for the costs thereof to be paid by the owners through assessments). For purposes of this Declaration, the portions of the Marina Lot described on Exhibit "D" attached hereto shall be deemed Common Areas hereunder solely to the extent that: (i) the Association and its members shall have use rights thereof as if same were Common Areas, (ii) the area shall be subject to governance by the Association, and (iii) the area shall be maintained by the Association and the costs thereof assessed against all Owners. Notwithstanding the designation in the previous two (2) sentences of certain properties as Common Areas (even though outside the boundaries of The Properties or within the Marina Lot, as applicable), Declarant shall not be obligated to convey same to the Association (as otherwise required by Section 4.12 below).

(q) "Lot" shall mean and refer to a portion of The Properties (as hereinafter defined) which is designated as such in this Declaration or in a Supplemental Declaration executed and recorded by the Declarant alone (and joined into by the owner of such parcel, if different from the Declarant). In the event that any Lot is submitted to the condominium or cooperative form of ownership, it shall nevertheless be deemed a single Lot hereunder, as more particularly described in Article 16 of this Declaration. The initial Lot submitted within this Declaration is legally described on Exhibit "F" attached hereto, and shall be known as Condominium 1 Lot. It is anticipated, without creating any legal obligation and without limiting the number or the description of any Lots which may hereafter be subjected to these covenants, that the Moorings at Lantana Project, shall, upon completion, contain seven (7) Lots, which shall include, in addition to Condominium 1 Lot, "Condominium 2 Lot", "Condominium 3 Lot", "Townhouse Lot", "Commercial 1 Lot", "Commercial 2 Lot", and "Marina Lot", each of which is legally described on Exhibit "G" attached hereto and made a part hereof, all of which are part of the Future Development Property and none of which shall be

burdened hereby, unless and until is added to The Properties by a Supplemental Declaration. For purposes hereof, ~~Commercial 1 Lot~~, Commercial 2 Lot and the Marina Lot shall collectively be referred to as the "Commercial Lots" or each, as a "Commercial Lot". The designation of a Lot as a "Commercial Lot" is for ease of reference only and is not intended to limit or define the permitted uses of the Lot. Subject to the provisions of this Declaration, the Commercial Lots may be used for any lawful purpose. Notwithstanding anything to the contrary contained herein, pursuant to the Special Warranty Deed recorded in the Palm Beach County Public Records on January 2, 2019 (Book 30339, Page 154), title to Commercial 1 Lot was transferred to Moorings at Lantana Master Association, Inc., and is hereby incorporated into the Common Areas, as more particularly described in Article 1.1(i) of this Declaration. Upon the effective date of this amendment, all remaining references to the Commercial Lots within this Declaration shall specifically exclude Commercial 1 Lot, and there shall be a total of six (6) Lots within the Moorings of Lantana.

...

ARTICLE 8 COVENANT FOR MAINTENANCE ASSESSMENTS

...

8.2 Rates of Assessments. Assessments shall be made against each Lot which is then subjected to the provisions of this Declaration (and if such Lot is submitted to the Condominium form of ownership, against the units therein as described in Section 16 below) at a rate determined as follows:

Condominium 1 Lot	16.3089 Assessment Points
Condominium 2 Lot	44.87 43.39 Assessment Points
Condominium 3 Lot	32.98 34.18 Assessment Points
Townhouse Lot	2.895 Assessment Points
Commercial 1 Lot	3.50 Assessment Points
Commercial 2 Lot	.502 Assessment Points
Marina Lot	2.007 Assessment Points

...

TO THE ARTICLES OF INCORPORATION

ARTICLE 10 DIRECTORS

10.1 Number and Qualifications. The property, business and affairs of the Association shall be managed by a board consisting of ~~nine (9)~~ eight (8) persons. Directors need not be members of the Association.

...

10.3 Appointment/Election of Members of Board of Directors. The Owner of each of the ~~seven (7)~~ six (6) Lots shall each be entitled to appoint 1 member of the Board, and the remaining two (2) directors board seats shall be elected at the annual meeting of the Members in the manner determine by and subject to the qualifications set forth in the By-Laws. Directors which are appointed may be removed only by the Lot Owner that appointed the Director and vacancies on the Board of Directors in seats which were appointed shall be filled by the Directors who were elected (as opposed to appointed) may be removed and vacancies on the Board of Directors in seats that were elected shall be filled in the manner provided in the By-Laws.

...

EXHIBIT "C"

Common Areas

The Common Areas shall consist of "Overall Parcel" (as legally described on Exhibit "1" to this Exhibit "C"), and "Commercial 1 Lot" (as legally described on Exhibit "6" to this Exhibit "C"), LESS AND EXCEPT all of the following:

- (a) Condominium 1 Lot (as legally described on Exhibit "2" to this Exhibit "C")
- (b) Condominium 2 Lot (as legally described on Exhibit "3" to this Exhibit "C")
- (c) Condominium 3 Lot (as legally described on Exhibit "4" to this Exhibit "C")
- (d) Townhouse Lot (as legally described on Exhibit "5" to this Exhibit "C")
- ~~(e) Commercial 1 Lot (as legally described on Exhibit "6" to this Exhibit "C")~~
- (f) Marina Lot (as legally described on Exhibit "7" to this Exhibit "C")