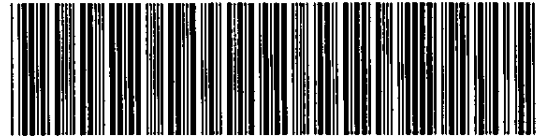


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S. YOUNG

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17 SEP 22 PM 4:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DANIEL J. LOBECK
MARK A. HANSON*

MICHELLE A. STELLACI
DAVID J. FREDERICKS
LEAH E. ELLINGTON

2033 MAIN STREET, SUITE 403
SARASOTA, FL 34237
(941) 955-5622
FAX (941) 951-1469

E-MAIL law@lobeckhanson.com
INTERNET www.lobeckhanson.com

THE LAW OFFICES OF
LOBECK & HANSON

PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS

CIVIL LITIGATION

PERSONAL INJURY

FAMILY LAW

LAND USE LAW

ESTATES AND TRUSTS

*FLA. SUPR. CT. CERTIFIED MEDIATOR

September 20, 2017

Secretary of State
Division of Corporations
c/o Shelia H. Young, Regulatory Specialist II
P.O. Box 6327
Tallahassee, Florida 32314

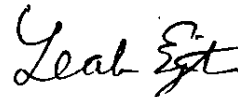
Re: Miramar At Lakewood Ranch Condominium Association, Inc.
Ref. Number: NO4000011137
Letter Number: 617A00017777

Dear Ms. Young:

Pursuant to your correspondence dated September 6, 2017 (copy attached), please find enclosed the revised document which you requested. Accordingly, Please now file the document at your earliest convenience.

Thank you for your assistance in this matter.

Sincerely,



Leah E. Ellington

LEE/ft
Enclosure
RECEIVED
17 SEP 22 AM 10:24
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 6, 2017

LEAH E ELLINGTON
THE LAW OFFICES OF LOBECK & HANSON
2033 MAIN STREET STE 403
SARASOTA, FL 34237

SUBJECT: MIRAMAR AT LAKEWOOD RANCH CONDOMINIUM
ASSOCIATION, INC.
Ref. Number: N04000011137

We have received your document for MIRAMAR AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

If the Restated Articles were adopted by the directors and do not contain any amendments requiring member approval, a statement to that effect must be contained in the document.

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.

Shelia H Young
Regulatory Specialist II

Letter Number: 617A00017777

RESTATED

**ARTICLES OF INCORPORATION
OF
MIRAMAR AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC.**

The following are adopted as the Articles of Incorporation of Miramar at Lakewood Ranch Condominium Association, Inc.

FILED
SEP 27 PM 4:48
CLERK OF STATE
TALLAHASSEE FLORIDA

**ARTICLE I
NAME OF CORPORATION AND PRINCIPAL ADDRESS**

1.1 Name and Address. The name of this corporation is Miramar at Lakewood Ranch Condominium Association, Inc. (herein referred to as the "Association"). The principal office shall be located at 9031 Town Center Pkwy, Bradenton, FL 34202. The Directors may change the location of the office, as needed.

**ARTICLE II
PURPOSES**

2.1 Purpose. The general nature, object and purposes of the Association are:

(a) To accept and hold title to, and manage and administer the use of, the Common Areas of that certain property to be known as "Miramar at Lakewood Ranch", which property is located in Manatee County, Florida, and is more particularly described in that certain document entitled "Miramar at Lakewood Ranch Master Covenants," which is recorded in the Public Records of Manatee County, Florida (Master Covenants).

(b) To manage, operate, maintain and control the usage of all land and water areas and improvements intended for the common usage of all residential owners or tenants in Miramar at Lakewood Ranch, including, without limitation, the guardhouses and gates, roads, sidewalks, pedestrian, bicycle and other pathways, lakes, ponds, waterways, Lifestyle Center, swimming pool and hot tub, parks, landscaping, conservation areas and other similar common areas (and the improvements thereon) as may be set aside by the Developer of Miramar at Lakewood Ranch or transferred from time to time to the Association for the common use and benefit of all residential owners or tenant in Miramar at Lakewood Ranch, which areas are herein collectively referred to as "Common Area."

(c) To take such action as may be deemed appropriate to promote the health, safety and social welfare of the residential owners or tenants within Miramar at Lakewood Ranch.

(d) To provide, purchase, acquire, replace, improve, maintain, and/or repair all improvements of the Common Areas including, without limitation, buildings, structures, streets,

recreational areas, sidewalks, street lighting, landscaping, equipment, furniture and furnishings, both real and personal, related to the promotion of the health, safety and social welfare of the residential owners or tenants in Miramar at Lakewood Ranch as the Board of Directors in its discretion may determine necessary or appropriate.

(e) To furnish or otherwise provide for private security, fire protection and such other services as the Board of Directors in its discretion determines necessary or appropriate, and to provide the capital improvements and equipment related thereto.

(f) To undertake and carry out all of the duties and obligations which may be assigned to it as the Association under the terms and provisions of the Master Covenants or any declarations of restrictions, cooperative bylaws, or condominium declarations applicable to the real property in Miramar at Lakewood Ranch.

(g) To operate without profit and for the sole and exclusive benefit of owners of property in Miramar at Lakewood Ranch.

(h) To manage and operate MIRAMAR AT LAKEWOOD RANCH, the original Declaration of Condominium of which is recorded at Official Records Book 01972, Page 5773 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LAGOONS AT LAKEWOOD RANCH, the original Declaration of Condominium of which is recorded at Official Records Book 2038, Page 6911 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LAGOONS AT LAKEWOOD RANCH II, the original Declaration of Condominium of which is recorded at Official Records Book 2135, Page 7686 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LAGOONS AT LAKEWOOD RANCH III, the original Declaration of Condominium of which is recorded at Official Records Book 2305, Page 2474 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LINKS AT LAKEWOOD RANCH, the original Declaration of Condominium of which is recorded at Official Records Book 2010, Page 1187 et seq. of the Public Records of Manatee County, Florida; MIRAMAR LINKS AT LAKEWOOD RANCH II, the original Declaration of Condominium of which is recorded at Official Records Book 2173, Page 702 et seq. of the Public Records of Manatee County, Florida; and MIRAMAR LINKS AT LAKEWOOD RANCH III, the original Declaration of Condominium of which is recorded at Official Records Book 2408, Page 7305 et seq. of the Public Records of Manatee County, Florida (each hereinafter referred to as "a Condominium" and together as "the Condominiums").

ARTICLE III GENERAL POWERS

3.1 Powers. The Association shall have all the powers and duties set forth in the Master Covenants, the laws of the State of Florida and these Articles of Incorporation, along with all the powers and duties reasonably necessary to maintain and manage the Association pursuant to the

Master Covenants as it may be amended from time to time, including but not limited to the following:

(a) To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

(b) To establish budgets and to fix assessments to be levied against the assessable property in Miramar at Lakewood Ranch pursuant to the Master Covenants for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including reasonable contingency funds for the ensuing year and reasonable annual reserves for anticipated major capital repairs, maintenance and improvement, and capital replacements.

(c) To enter into agreements with condominium associations, the Village Association, and other property owners associations for the collection of such assessments.

(d) To place liens against any property subject to assessment in Miramar at Lakewood Ranch for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue for the operation of the Association's business.

(e) To hold funds solely and exclusively for the benefit of the owners of property in Miramar at Lakewood Ranch for the purposes set forth in these Articles of Incorporation.

(f) To adopt, promulgate and enforce rules, regulations, Bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

(g) To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

(h) To charge recipients of services rendered by the Association and users of property of the Association as deemed appropriate by the Board of Directors.

(i) To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

(j) To borrow money for the acquisition of property or for any other lawful purposes of the Association, and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for borrowed monies, and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the real or personal property, or property rights or privileges, of the Association wherever situated.

(k) To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association, the terms and provisions of the Master Covenants, and, wherever applicable or appropriate, the terms and provisions of any restrictions applicable to any portion of Miramar at Lakewood Ranch, specifically including the Condominiums.

(l) In general, to have all powers that are or may be conferred upon a corporation not for profit by the laws of the State of Florida and the common law, except as prohibited herein.

(m) To protect, maintain, repair, replace and operate the surface water management system within Miramar at Lakewood Ranch, including easement areas, drainage facilities, ditches, retention and detention ponds, landscape buffers, wetland mitigation areas, and preservation easements in accordance with the lawful governmental authority, including but not limited to governmental regulations imposed by the Southwest Florida Water Management District and Manatee County.

3.2 Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Master Covenants, these Articles of Incorporation and the Bylaws of the Association.

3.3 Limitation on Exercise of Power. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Master Covenants and the Bylaws of the Association.

ARTICLE IV MEMBERS

4.1 Members. The Members of the corporation shall consist of all Unit Owners of the Condominiums.

4.2 Limitation on Transfer of Shares of Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner.

4.3 Voting. On all matters to which the Members shall be entitled to vote directly, each Member shall be entitled to one vote for each of its assessments shares. Unless a different vote is required by the Master Covenants, the Declaration of Condominium of any of the

Condominiums, these Articles of Incorporation or the Bylaws of the Association, a simple majority shall rule.

ARTICLE V BOARD OF DIRECTORS

5.1 Board of Directors. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors.

5.2 Members. Each Director shall be a Member or the spouse of a Member.

5.3 Election of Directors. The Board of Directors shall be elected at-large, with no specific amount of Directors required to be from any of the Condominiums.

5.4 The names and addresses of the Members of the first Board of Directors, and the officers, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Ronald Mustari 290 Cocoanut Ave. Sarasota, Florida 34236	President
Daniel R. Lucas 290 Cocoanut Ave. Sarasota, Florida 34236	Vice-President
J.S. Andrews 290 Cocoanut Ave. Sarasota, Florida 34236	Secretary/Treasurer

ARTICLE VI OFFICERS

6.1 Officers. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary and a Treasurer, and such other Officers as the Board shall deem appropriate from time to time. The President and Vice President shall be elected from among the membership of the Board of Directors at its first meeting following the annual meeting of the Members of the Association. The Secretary and Treasurer shall also be elected at the annual meeting of the Board of Directors. The same person may hold two or more offices, provided, however, that the office of President and Secretary shall not be held by the same person. Such officers under the direction of the Board of Directors shall administer the affairs of the Association. Officers shall be elected for a term of one (1) year in accordance with

the procedure set forth in the Bylaws. The initial officers of the corporation are set forth in Article V hereof.

ARTICLE VII CORPORATE EXISTENCE

7.1 Term. The Association shall have perpetual existence.

ARTICLE VIII BYLAWS

8.1 Bylaws. The Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE IX AMENDMENT TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the following manner:

9.1 Proposal and Notice. An amendment to these Articles of Incorporation may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by any Unit Owner. If twenty percent (20%) of the Unit Owners in this Condominium sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Unit Owners in this Condominium at a duly-noticed membership meeting within ninety (90) days of delivery of the petition to the Board membership.

9.2 Approval. A proposed amendment must be approved by not less than a majority of the voting interests of the Association.

9.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Articles of Incorporation, which certificate shall be executed by the President or Vice-President and attested by the Secretary of the Association with the formalities of a deed. An amendment to these Articles of Incorporation shall become effective upon filing with the Florida Secretary of State and recording a copy along with a Certificate of Amendment in the Public Records of Manatee County, Florida.

**ARTICLE X
REGISTERED OFFICE AND REGISTERED AGENT**

10.1 Address and Registered Agent. The registered office of the corporation shall be at 290 Cocoanut Ave., Sarasota, Florida 34236 and the registered agent at such address shall be Ronald Mustari.

**ARTICLE XI
BUDGET AND EXPENDITURES**

11.1 Budgets. The Board of Directors shall annually adopt budgets for the operation of the Association for the ensuing year and for the purpose of levying assessments against all assessable property in Miramar at Lakewood Ranch, which budgets shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budgets.

**ARTICLE XII
SUBSCRIBER**

12.1 Subscriber: The name and street address of the initial subscriber of these Articles is Ronald Mustari, 290 Cocoanut Ave., Sarasota, Florida 34236.

**ARTICLE XIII
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

13.1. Indemnity. The Association shall indemnify any person serving as a director, officer, or committee member to the fullest extent permitted under Section 607.0850, Florida Statutes (2002).

13.2 Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of a majority of the voting interests of the members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

13.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against the person and incurred by the person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

ARTICLE XIV
DISSOLUTION OF THE ASSOCIATION

14.1 Expiration of Term. Upon expiration of the term of the Master Covenants, the Association may be dissolved upon a resolution to that effect being approved by Members representing two-thirds of the assessment shares.

14.2 Distribution of Assets. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(a) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the dedication.

(b) All remaining assets of the proceeds from the sale of such assets, shall be distributed among the Members in proportion to the assessment shares of each Member of the Association.

CERTIFICATE OF AMENDMENT

RESTATED ARTICLES OF INCORPORATION

MIRAMAR AT LAKEWOOD RANCH CONDOMINIUM ASSOCIATION, INC.

We hereby certify that the attached Restated Articles of Incorporation of Miramar At Lakewood Ranch Condominium Association, Inc. were approved by the Association Board of Directors at a Special Meeting held on May 9, 2017, which is sufficient for adoption under Chapter 617 of Florida Statutes. This does not require member approval.

DATED this 19 day of July, 2017.

Signed, sealed and delivered
in the presence of:

sign: [Signature]

print: PENNY MYERS

sign: [Signature]

print: JAN H. RICKER

MIRAMAR AT LAKEWOOD RANCH
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]

Louis Roller, President

Signed, sealed and delivered
in the presence of:

sign: [Signature]

print: Jessica Hamill

sign: [Signature]

print: JAN H. RICKER

By: [Signature]

Deon Barnard, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19 day of July, 2017,
by Louis Roller, as President of Miramar At Lakewood Ranch Condominium Association, Inc., a

Florida corporation, on behalf of the corporation. He is personally known to me or has produced
_____ as identification.



Shana K. Macri
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG036188
Expires 10/5/2020

NOTARY PUBLIC

sign Shana K. Macri

print Shana K. Macri

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19 day of July, 2017,
by Deon Barnard, as Secretary of Miramar At Lakewood Ranch Condominium Association, Inc., a
Florida corporation, on behalf of the corporation. He is personally known to me or has produced
_____ as identification.



Shana K. Macri
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG036188
Expires 10/5/2020

NOTARY PUBLIC

sign Shana K. Macri

print Shana K. Macri

State of Florida at Large (Seal)

My Commission expires:

Prepared by: Leah E. Ellington, Esquire
2033 Main Street, Suite 403
Sarasota, FL 34237