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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2017 MAY 30 P 4:39

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JUN 06 2017
T. LEMIEUX

Notated



GOEDE / ADAMCZYK / DEBOEST / CROSS

ATTORNEYS AND PROFESSIONAL COUNSEL

INFO@GADCLAW.COM / WWW.GADCLAW.COM

May 26, 2017

Department of State
Division of Corporations
Corporate Filings
Post Office Box 6327
Tallahassee, FL 32314

Re: Lakeview at Verandah Homeowners Association, Inc., Articles of Incorporation

Dear Sir/Madam:

Enclosed are an original and one copy of the Lakeview at Verandah Homeowners Association, Inc., Amended and Restated Articles of Incorporation along with a check for \$43.75 to cover the filing fee and fee to obtain a certified copy. Please return the certified copy to our office in the envelope provided.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly,
GOEDE, ADAMCZYK, DEBOEST
& CROSS, PLLC

Jean M. Morningstar-Drysch
Paralegal to Attorney
Richard D. DeBoest

/jmd

Enclosures as stated

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
LAKEVIEW AT VERANDAH HOMEOWNERS ASSOCIATION, INC.**

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned Florida not for profit corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted:

Amended and Restated Articles of Incorporation.
See attached Exhibit "A" for full text.

SECOND: The date of adoption of the amendments was March 30, 2017.

THIRD: Adoption of Amendment (Check one):

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

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

LAKEVIEW AT VERANDAH HOMEOWNERS ASSOCIATION, INC.



Signature of Officer

DANIEL J LINK

Print Name of Officer

President

Title of Officer

4-24-17
Date

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2017 MAY 30 P 4:39

FILED

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
LAKEVIEW AT VERANDAH HOMEOWNERS ASSOCIATION, INC.
(Florida Corporation Not For Profit)**

NOTE THE FOLLOWING IS A SUBSTANTIAL REVISION OF THE ENTIRE ARTICLES.
SEE ORIGINAL ARTICLES FOR COMPARISON.

In order to form a corporation not for profit under and in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, the undersigned hereby incorporates this corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

A. "Articles" means these Articles of Incorporation and any and all amendments hereto.

B. "Association" means Lakeview at Verandah Homeowners Association, Inc., a Florida corporation not for profit, which is NOT a condominium association, and which has been organized to own, maintain and administer the Association Property and to maintain certain portions of the Lots and Dwelling Units in accordance with the Protective Covenants.

C. "Association Property" means that property, real and personal, if any, which is owned or leased by, or is dedicated by a recorded plat to, the Association.

D. "Board" means the Board of Directors of the Association.

E. "Bylaws" mean the Bylaws of the Association and any and all amendments thereto.

F. "County" means Lee County, Florida.

G. "Director" means a member of the Board.

H. "Dwelling Unit" means a residential dwelling unit in Lakeview at Verandah intended as an abode for one family.

I. "HOA Act" means the homeowners' association act, Chapter 720, Florida Statutes as amended through the date of recording the Protective Covenants amongst the Public Records of the County.

J. "Legal Fees" means (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post judgment or collection; and (ii) all costs incurred with respect to the matters set forth in (i) above.

K. "Lot" means a portion of Lakeview as shown on the Plat of Verandah Unit Ten, which, among other things, includes Lakeview, as recorded in Plat Book 83, Pages 57 through 61, of the Public Records of Lee County, Florida, upon which a Dwelling Unit is permitted to be constructed. Upon completion of construction of the Dwelling Unit on a Lot, such Lot and the improvements thereon shall collectively be considered to be a Dwelling Unit for purposes of the Protective Covenants and the Neighborhood Documents.

L. "Lot Owner" means the owner or owners of the fee simple title to a Lot and includes Declarant for so long as it is the owner of the fee simple title to a Lot. A Lot Owner shall not mean nor refer to a holder of a mortgage or security deed, its successors and assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or by deed in lieu of foreclosure, nor shall the term "Lot Owner" refer to any lessee or tenant of a Lot Owner.

M. "Member" means a member of the Association as more particularly described in Article V hereof.

N. "Neighborhood Documents" means in the aggregate the Protective Covenants, these Articles, the Bylaws and the rules and regulations of the Association, and all of the instruments and documents referred to or incorporated therein, including, but not limited to, amendments to any of the foregoing, as applicable.

O. "Operating Expenses" means the expenses for which all Lot Owners are liable to the Association as described in the Protective Covenants.

P. "Protective Covenants" means the Declaration of Protective Covenants and Restrictions for Lakeview at Verandah to be recorded amongst the Public Records of the County, and any and all amendments and supplements thereto.

Q. "Verandah Development" means Verandah Development, LLC, a Florida limited liability company, its successors and assigns. Verandah Development has developed, or may cause to be developed, Verandah, and is the declarant under the Community Documents (as defined in the Protective Covenants).

R. "Verandah" means the name given to the planned residential development being developed in the County in accordance with the "Plan for Development" described in the Protective Covenants.

ARTICLE II NAME

The name of this corporation shall be LAKEVIEW AT VERANDAH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

ARTICLE III PURPOSES

The purpose for which the Association is organized is to take title to, operate and maintain the Association Property and to maintain certain portions of the Lots and Dwelling Units, all in accordance with the terms, provisions and conditions contained in the Protective Covenants, and to carry out the covenants and enforce the provisions of the Neighborhood Documents and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Association.

ARTICLE IV POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers to be granted to the Association in the Neighborhood Documents. All of the provisions of the Protective Covenants and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement its purposes, including, but not limited to, the following Documents.

1. To perform any acts required or contemplated by it under the Neighborhood Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing Lakeview or any portions thereof including, without limitation, the Association Property;

3. To make, levy and collect assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and costs of collection, including the operational expenses of the Association, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association;

4. To administer, manage and operate Lakeview in accordance with the Neighborhood Documents and to maintain, repair, replace and operate the Association Property and certain portions of the Lots and Dwelling Units in accordance with the Neighborhood Documents;

5. To enforce by legal means the obligations of the membership of the Association and the provisions of the Neighborhood Documents;

6. To employ personnel, retain independent contractors and professional personnel and enter into service and management contracts to provide for the maintenance, operation, management and administration of the Association Property and certain portions of the Lots and Dwelling Units and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements with respect to the installation, maintenance and operation of a master television antenna system; a cable television, security and communications system; street light systems, and professional management of the Association Property and certain portions of the Lots and Dwelling Units and to delegate to such professional management certain powers and duties of the Association;

7. To enter into the Protective Covenants and any amendments, supplements and modifications thereto and instruments referred to therein;

8. To deal with other corporations on matters of mutual interest;

9. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of assessments;

(b) the collection of other charges which Lot Owners are obligated to pay pursuant to the Neighborhood Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Neighborhood Documents;

(d) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or

(e) filing a compulsory counterclaim.

10. To establish the procedure by which the Members cast their votes on "Homeowners Association" (as defined in the Protective Covenants) matters.

11. 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 things listed above or to carry out the Association mandate to keep and maintain Lakeview in a proper and aesthetically pleasing condition and to provide the Members with services, amenities, controls and enforcement which will enhance the quality of life at Lakeview.

12. To borrow money and to obtain such financing as is necessary to maintain, repair and replace any portion of the Association Property in accordance with the Protective Covenants and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

ARTICLE V MEMBERS

The qualification of Members, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Membership in the Association for Lot Owners shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Lot Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

B. Members of the Association shall be entitled to one (1) vote for each Lot owned.

C. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Lot.

D. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

E. There shall be only one (1) vote for each Lot. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Lot Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Lot Owners of the Lot or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered.

3. Where neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered.

H. A quorum shall consist of persons entitled to cast at least thirty (30) percent of the total number of votes of the Members.

ARTICLE VI TERM

The term for which the Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners' association or a public agency having a similar purpose, or any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by one or more Vice President(s), the Secretary and the Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the

Board. .

B. The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE VIII BOARD OF DIRECTORS

A. The number of Directors shall be not less than three (3) nor more than seven (7), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected; provided, however, the number of Directors shall always be an odd number. Directors must be Members or the parents, children or spouses of Members except that if a Lot is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors. Such individual shall be an officer, director, stockholder, member or partner of the entity. There shall be only one (1) vote for each Director.

B. A Director may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Members, for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director shall be held upon the written request of ten percent (10%) of the Members. Any such recall shall be affected and a recall election shall be held, if applicable, as provided in the HOA Act.

C. At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years expiring when their successors are duly elected and qualified.

ARTICLE IX INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon him or her in connection with any proceeding, litigation or settlement in which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which such Director or officer may be entitled by common or statutory law.

ARTICLE X BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XI AMENDMENTS

These Articles may be amended in the following manner:

A. 1. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings ("Required Notice").

3. At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the Members present in person or by proxy.

B. An amendment may be adopted by a written statement (in lieu of a meeting) signed by a majority of the Members and a majority of the Board setting forth their intention that an amendment to the Articles be adopted.

C. These Articles may not be amended without the written consent of a majority of the members of the Board.

D. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Protective Covenants or any amendments or supplements thereto.

E. A copy of each amendment shall be certified by the Secretary of State of the State of Florida.

F. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each of such amendment shall be attached to any certified copy of these Articles.

ARTICLE XII REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 8950 Fontana Del Sol Way, Suite 100 Naples, Florida 34901 and the registered agent for the Association at that address shall be Richard DeBoest, II.