

Division of Corporations

NO6000003

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H10000192150 3)))



H100001921503ABCT

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : ROETZEL & ANDRESS
Account Number : I20000000121
Phone : (239) 649-6200
Fax Number : (239) 261-3659

Sent Originally
8-27-10SECRETARY OF STATE
TALLAHASSEE, FLORIDA

10 AUG 27 AM 11:46

FILED

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**COR AMND/RESTATE/CORRECT OR O/D RESIGN
DEB WEBB AT AVE MARIA COMMUNITY ASSOCIATION, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	09
Estimated Charge	\$43.75

*Amended And
Restated Art/AC*

RECEIVED
2010 AUG 30 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H10000192150 3

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Del Webb at Ave Maria Community Association, Inc.

DOCUMENT NUMBER: N06000003965

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

Please return all correspondence concerning this matter to the following:

Steven M. Falk, Esq.

(Name of Contact Person)

Roetzel & Andress, LPA

(Firm/ Company)

850 Park Shore Drive, Suite 300

(Address)

Naples, FL 34103

(City/ State and Zip Code)

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

For further information concerning this matter, please call:

Steven M. Falk, Esq.

(Name of Contact Person)

at (239) 649-6200

(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
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

H10000192150 3

H10000192150 3

Articles of Amendment
to
Articles of Incorporation
of

Del Webb at Ave Maria Community Association, Inc.

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

N06000003965

(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:

Del Webb Naples Community Association, Inc.

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**)

6005 Anthem Parkway

Ave Maria, FL 34142-9727

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:

New Registered Office Address:

(Florida street address)

_____, Florida
(City) (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

H10000192150 3

FILED
10 AUG 27 AM 11:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

H10000192150 3

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)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<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)

See Amended and Restated Articles of Incorporation attached hereto as Exhibit "A"

[illegible]

H10000192150 3

The date of each amendment(s) adoption: 8/26/10
(date of adoption is required)

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- ☐ 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 8.26.10

Signature [Signature]
(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)

Scott Brooks
(Typed or printed name of person signing)

President
(Title of person signing)

H10000192150 3

Ex. "A"

H10000192150 3

DEL WEBB NAPLES COMMUNITY ASSOCIATION, INC.
AMENDED AND RESTATED ARTICLES OF INCORPORATION

ARTICLE I

NAME: The name of the corporation, herein called the "Del Webb Naples Community Association", is Del Webb Naples Community Association, Inc., and its address is c/o Pulte Home Corporation, 9240 Estero Park Commons Blvd, Estero, FL 33928.

ARTICLE II

DEFINITIONS: The definitions set forth in the Del Webb Naples Declaration of Covenants, Conditions and Restrictions and Section 720.301, F.S., (2005), shall apply to terms used in these Del Webb Naples Articles.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Del Webb Naples Community Association is organized is to provide a homeowners' association entity for the operation of Del Webb Naples, located in Collier County, Florida. The Del Webb Naples Community Association is organized and shall exist on a non-stock basis as a corporation not-for-profit under the laws of the State of Florida, and no portion of any earnings of the Del Webb Naples Community Association shall be distributed or inure to the private benefit of any Del Webb Naples Member, Director or officer. For the accomplishment of its purposes, the Del Webb Naples Community Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit under Chapter 617, F.S. and of a homeowners' association under Chapter 720, F.S., except as expressly limited or modified by the Del Webb Naples Governing Documents and it shall have all of the powers and duties reasonably necessary to operate Del Webb Naples pursuant to the Del Webb Naples Governing Documents as they may hereafter be amended, including but not limited to the following:

(A) To make and collect assessments against members of the Del Webb Naples Community Association to defray the costs, expenses and losses of the Del Webb Naples Community Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Del Webb Naples Community Association property.

(C) To purchase insurance for the protection of the Del Webb Naples Community Association and the Del Webb Naples Members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements of the Del Webb Naples Community Association property.

H10000192150 3

H10000192150 3

(E) To make, amend and enforce reasonable rules and regulations as set forth in the Del Webb Naples Governing Documents.

(F) To approve or disapprove the transfer, leasing and occupancy of Parcels as may be provided in the Del Webb Naples Governing Documents.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to Del Webb Naples and the Del Webb Naples Governing Documents.

(H) To contract for the management and maintenance of Del Webb Naples and the Del Webb Naples Community Association property, and any property or easements and related improvements that are dedicated to the Del Webb Naples Community Association by plat, and to delegate any powers and duties of the Del Webb Naples Community Association in connection therewith except such as are specifically required by law or by the Del Webb Naples Governing Documents to be exercised by the Del Webb Naples Board of Directors or the Del Webb Naples Members.

(I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of Del Webb Naples.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

(N) To maintain and operate the portions of the Surface Water Management System located within Del Webb Naples, unless the same is the responsibility of Ave Maria Master Association, Inc. or Ave Maria Stewardship Community District.

All funds and the title to all property acquired by the Del Webb Naples Community Association shall be held for the benefit of the Del Webb Naples Members in accordance with the provisions of the Del Webb Naples Governing Documents. In the event of termination, dissolution or final liquidation of the Del Webb Naples Community Association, the responsibility for the operation and maintenance of Del Webb Naples, including any property or easements and related improvements that are dedicated to the Del Webb Naples Community Association by plat, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation. Annexation of additional properties, mergers and consolidations, mortgaging of Del Webb Naples Community Association Common Area and dissolution of the Del Webb Naples Community Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") as long as there is a Class "B" Del Webb Naples Membership.

ARTICLE IV

MEMBERSHIP:

(A) The Del Webb Naples Members of the Del Webb Naples Community Association shall be the record owners of a fee simple interest in one or more Parcels. Class "A" Del Webb Naples Members are

H10000192150 3

H10000192150 3

all owners other than Del Webb Naples Developer. The Class "B" Del Webb Naples Member is the Del Webb Naples Developer as further provided in the Del Webb Naples Declaration and the Del Webb Naples Bylaws.

(B) The share of a Del Webb Naples Member in the funds and assets of the Del Webb Naples Community Association cannot be assigned or transferred in any manner except as an appurtenance to his Parcel.

(C) Except as otherwise provided in the Del Webb Naples Declaration and Del Webb Naples Bylaws with respect to the Class "B" Del Webb Naples Member, the owners of each Parcel, collectively, shall be entitled to one (1) vote in Del Webb Naples Community Association matters. The manner of exercising voting rights shall be as set forth in the Del Webb Naples Declaration and the Del Webb Naples Bylaws.

ARTICLE V

TERM: The term of the Del Webb Naples Community Association shall be perpetual.

ARTICLE VI

BYLAWS: The Del Webb Naples Community Association Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Del Webb Naples Community Association shall be administered by a Del Webb Naples Board of Directors consisting of the number of Directors determined by the Del Webb Naples Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Del Webb Naples Community Association shall initially be appointed by and shall serve at the pleasure of the Del Webb Naples Developer, and following transition shall be elected by the members in the manner determined by the Del Webb Naples Bylaws. Directors may be removed and vacancies on the Del Webb Naples Board of Directors shall be filled in the manner provided by the Del Webb Naples Bylaws.

(C) The business of the Del Webb Naples Community Association shall be conducted by the officers as designated by the Del Webb Naples Board of Directors. The officers shall be elected each year by the Del Webb Naples Board of Directors at its first meeting after the annual meeting of the Del Webb Naples Members, and they shall serve at the pleasure of the Del Webb Naples Board of Directors.

ARTICLE VIII

AMENDMENTS: Amendments to these Del Webb Naples Articles shall be proposed and adopted in the following manner:

H10000192150 3

H10000192150 3

(A) Proposal. Amendments to these Del Webb Naples Articles may be proposed by a majority of the Del Webb Naples Board of Directors or, after the Del Webb Naples Turnover Date, by either the Del Webb Naples Board of Directors or by a written petition to the Del Webb Naples Board of Directors, signed by Neighborhood Voting Representatives representing at least 1/4 of the Del Webb Naples Members.

(B) Procedure. Upon any amendment to these Del Webb Naples Articles being proposed by said Del Webb Naples Board of Directors or Del Webb Naples Members, such proposed amendment shall be submitted to a vote of the Del Webb Naples Members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Amendments to these Del Webb Naples Articles shall be adopted by the Del Webb Naples Board of Directors. However, subsequent to the Del Webb Naples Turnover Date, a proposed amendment shall be adopted if it is approved by the Neighborhood Voting Representatives representing at least 2/3 of the Class "A" Del Webb Naples Members at any annual or special meeting called for the purpose. As long as Del Webb Naples Developer owns a Parcel, an amendment to the Del Webb Naples Articles of Incorporation shall not be effective without the prior written consent of Del Webb Naples Developer, which consent may be denied in Del Webb Naples Developer's discretion, provided, further, that regardless of whether Del Webb Naples Developer owns a Parcel, no amendment shall be effective if it affects the Del Webb Naples Developer's rights or alters any provision made for the Del Webb Naples Developer's benefit. Amendment of these Del Webb Naples Articles requires prior written approval of HUD/VA as long as there is a Class "B" Del Webb Naples Membership. In the event that the Del Webb Naples Developer and/or the Del Webb Naples Board of Directors determines that voting will be undertaken by Voting Groups, then an amendment that applies solely to that Voting Group must be approved by the Neighborhood Voting Representatives, representing 2/3 of the Del Webb Naples Members in that particular Voting Group.

(D) Effective Date. An amendment shall become effective upon filing Articles of Amendment with the Secretary of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Del Webb Naples Community Association shall indemnify and hold harmless every Director and every officer of the Del Webb Naples Community Association against all expenses and liabilities, including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Community Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Del Webb Naples Community Association, in a proceeding by or in the right of the Del Webb Naples Community Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

H10000192150 3

Date: 8/30/2010 Time: 2:58 PM To: @ 18506176380

R&A Naples Fax

Page: 10

H10000192150 3

The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

628458

H10000192150 3