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SECRETARY OF STATE
TALLAHASSEE, FL

COR AMND/RESTATE/CORRECT OR O/D RESIGN
THE LAKES AT WATERWAY VILLAGE HOMEOWNERS
ASSOCIATION

Certificate of Status	0
Certified Copy	1
Page Count	07
Estimated Charge	\$43.75

APR 29 2022

SECRETARY OF STATE
TALLAHASSEE, FL

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THE UNDERSIGNED, being the duly elected President of The Lakes at Waterway Village Homeowners Association, Inc., a Florida corporation not for profit ("Association"), does hereby certify that:

1. There are no members entitled to vote on amendments to the Articles of Incorporation.

2. The Board of Directors approved the Amended and Restated Articles of Incorporation attached hereto as Exhibit "A" at the duly called and noticed Board of Directors Meeting held on April 21, 2022.

IN WITNESS THEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

Witnesses:

THE LAKES AT WATERWAY VILLAGE
HOMEOWNERS ASSOCIATION, INC.
(SEAL)

Amy Frieschner
Witness
Print Name: Amy Frieschner

By David Kanarek, President
Its: President

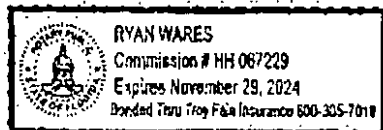
Jenessa Blouin
Witness
Print Name: Jenessa Blouin

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28 day of April, 2022, by (☒) physical presence or (☐) online notarization, by David Kanarek, as President of The Lakes at Waterway Village Homeowners Association, Inc., the corporation described in the foregoing instrument, who is (☒) personally known to me or who has (☐) produced _____ as identification.

(SEAL)



Ryan Wares
Notary Public, State of Florida

Printed Name of Notary Public

My Commission Expires: _____

AMENDED AND RESTATED ARTICLES OF INCORPORATION
FOR
THE LAKES AT WATERWAY VILLAGE HOMEOWNERS ASSOCIATION, INC.

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FILED

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STATE OF FLORIDA
TALLAHASSEE, FL

AMENDED AND RESTATED ARTICLES OF INCORPORATION
THE LAKES AT WATERWAY VILLAGE HOMEOWNERS ASSOCIATION, INC.

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation for The Lakes at Waterway Village Homeowners Association, Inc., a Florida corporation not for profit, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles, other than the inclusion of amendments adopted pursuant to Chapter 617, Florida Statutes and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation shall henceforth be as follows:

ARTICLE I

NAME: The name of the corporation, herein called the "Association", is The Lakes at Waterway Village Homeowners Association, Inc., and its address is c/o Pulte Home Company, LLC, 1475 Centrepark Blvd, Suite 305, West Palm Beach, FL 33401.

ARTICLE II

DEFINITIONS: The definitions set forth in the Declaration of Covenants, Conditions and Restrictions for The Lakes at Waterway Village recorded in O.R. Book 2907, page 669, Public Records of Indian River County, Florida ("Declaration").

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Not-For-Profit Corporation Act and Chapter 720, Florida Statutes (the "Act") for the operation of The Lakes at Waterway Village ("Community"). The 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 Association shall be distributed or inure to the private benefit of any Member, Director or officer. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Governing Documents; and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Governing Documents as they may hereafter be amended, including, but not limited to the following:

(A) To make and collect Assessments against the Members to defray the costs, expenses and losses of the Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Common Area, including (i) rights-of-way, roads, street or access easements; (ii) utility easements/tracts or facilities; (iii) conservation or preservation easements/areas; (iv) common landscape areas; and (v) recreational areas, if any.

(C) To purchase insurance for the protection of the Common Area, the Association and the Members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements to the Common Area.

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(E) To make, amend and enforce Rules and Regulations as set forth in the Governing Documents.

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

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

(H) To contract for the management and maintenance of the Community, and any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by law or by the Governing Documents to be exercised by the Association's Board of Directors or the Members.

(I) To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of the Community.

(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 Surface Water Management System, including dedicated lake tracts, lake maintenance or drainage easements and corresponding infrastructure, to the extent set forth in the Declaration. The Association shall have the ability to accept responsibility for the operation and maintenance of the Surface Water Management System for future phases of the Community, if the Community will be constructed in phases and subsequent phases will utilize the same Surface Water Management System as the initial phase(s).

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Common Area and other property the Association is obligated to maintain pursuant to the Governing Documents, including any property or easements and related improvements that are dedicated to the Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Association, shall be transferred to and accepted by a similar non-profit organization or entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

ARTICLE IV

MEMBERSHIP:

(A) The Members shall be the Owners. Class "A" Members are all Owners other than the Developer. The Class "B" Member is the Developer as further provided in the Declaration and the

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Bylaws.

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

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

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS: The Bylaws may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the 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 Association shall initially be appointed by and shall serve at the pleasure of the Developer, and on and following the Turnover Date, the Board of Directors shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

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

ARTICLE VIII

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

(A) Proposal. Subsequent to the Turnover Date, amendments to these Articles may be proposed by the Board of Directors or by a written petition to the Board of Directors, signed by at least one-third (1/3) of the Voting Interests.

(B) Procedure. Upon any amendment to these Articles being proposed by said Board of Directors or Members, such proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given. A proposal to amend these Articles must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Articles for current text." An immaterial error or omission in the amendment process

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does not invalidate an otherwise properly adopted amendment.

(C) Vote Required. Prior to the Turnover Date, amendments shall be adopted by the Board of Directors. Subsequent to the Turnover Date, a proposed amendment shall be adopted if it is approved by at least two-thirds (2/3) of the Voting Interests, at any annual or special meeting. As long as the Developer owns a Parcel, an amendment to these Articles shall not be effective without the prior written consent of the Developer, which consent may be denied in the Developer's discretion, provided, further, that regardless of whether the Developer owns a Parcel, no amendment shall be effective if it affects the Developer's rights or alters any provision made for the Developer's benefit.

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

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys' 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 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 Association, in a proceeding by or in the right of the 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.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. 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.

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